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The Solicitors' Journal.

LONDON, JUNE 17, 1865.

AS WE SHOULD be ready to record any complaint which could be established against official red-tapeism as the cause of obstruction to business, so we cannot abstain from recording the following instance of the way in which business may be carried through the Court of Chancery, and of the willingness of those occupying responsible positions to give aid, reasonable, or even beyond what is reasonable, to the suitors of the Court.

On Friday morning last, at ten o'clock, an application was made to Vice-Chancellor Wood for a writ of *ne exeat regno* to be issued against an absconding defendant who was in possession of £20,000. The judge was prepared to grant the order, but, at the last moment, it was discovered that the affidavit of the plaintiff, on which he founded his application, stated a much larger amount, and that it was necessary to rectify this. Had the plaintiff been in London no difficulty need have occurred, but as the plaintiff was at Manchester it would be necessary to send a person there to the plaintiff to procure him to swear another affidavit, and then to return to London before the Court should rise for the day, because the defendant intended to leave Liverpool early on Saturday morning. In this dilemma the Vice-Chancellor consented to make the order at any time in the day, provided the solicitor would telegraph to him from Manchester that the affidavit had been re-sworn by the plaintiff in the necessary form. It was late at night on Friday before the telegram was sent up that the affidavit was made, and then the business was to find the Vice-Chancellor. However, he was found at his residence in Westminster at about half-past eleven o'clock, and made the order as previously promised. The writ could not be issued by the record and writ clerk without an order, and the defendant could not be prevented quitting the country without a writ, so the solicitor's next business was to find the registrar to draw up the order. This functionary was followed to his club in Pall Mall, and was ultimately discovered, about midnight, at his residence in Belgravia. Next the order, which by the bye, had been prepared during the day, must be entered, and the entering clerk had to be roused out of his bed at Holloway, somewhere about one o'clock. When this had been done, and a copy of the order formally marked for entry, the record and writ clerk must be brought into requisition to mark and issue the writ. In the distant wilderness of St. John's-wood was he found and awakened to do his duty; but it was six o'clock in the morning of Saturday before this well-earned writ was started by special train for its destination in Liverpool. Whether it was in time or not we have not, as yet, ascertained, but the parties, like Cato, "if they could not command success, deserved it."

THE DIFFERENCE between the crimes of murder and manslaughter, and that between those of manslaughter and justifiable homicide, is sometimes of so very minute and narrow a description as to make it almost impossible to decide what is the crime which has been committed in a particular state of facts. One instance of this kind was investigated last week before the coroner, in which we cannot doubt that the homicide, which took place, was morally justifiable though it may be a question of grave doubt whether it was legally so or

not. It appears that a Mr. Debenham, a surgeon residing in the east end of London, was disturbed the other night by hearing a noise in the garden at the back of his house. He got up and called his assistant, and the two went together to a back window, which they opened, and, on looking out, saw a black mass, like a man, crouching near the washhouse. Mr. Debenham called out loudly "who are you? if you don't speak I will fire," he waited some time and then cocked a pistol, which gave a very loud click, he gave the man plenty of time to answer, and no answer having been returned, and the man not having attempted to go away, he fired. The police were then called in, and, on going to the spot, a man was found lying, with a bullet wound in the temple, quite dead. It was in evidence that the premises of Mr. Debenham had, on sundry occasions, lately been attempted by burglars, and that, therefore, it was natural that he should expect this attempt to be another of the same kind, and it will, doubtless, be urged on behalf of Mr. Debenham that what he did was in the protection of his life and property. We cannot assent to treat the matter so summarily as is done in the summing-up of the coroner. He said "the law holds that to kill is murder, and it is only by the circumstances that the crime is reduced to manslaughter. A man has a right in defending himself against an attack, and, if absolutely necessary for his own preservation, to take the life of a person; but he is not justified in taking the life of that person if he could get away without doing so, and before the act of taking life, under these circumstances, can be called justifiable, it must be made perfectly clear that the man killed was about to commit a felony in taking the life of the one opposed to him. I do not think this case can be called a case of that character, even if the man was in the garden for felonious purposes, as the one was inside the house and the other outside. But there is not even the pretence of saying that the man was in the place with a felonious intention, and his being there at that time does not make this a justifiable or even excusable homicide. If is well laid down that no homicide can be justifiable unless there was an urgent necessity for it, for the law does not tolerate a man taking the life of another, and, if you find that the man was killed by the shot fired by Mr. Debenham's hand, you must call it manslaughter. If the man had been inside the house loaded with plunder, and made resistance in defence of that plunder, and attacked the proprietor's life, the homicide then would, perhaps, be justifiable, but there was nothing of that in this case. Mr. Debenham had owned that he shot the man, and his assistant saw the shot given, and it had not been hinted even that Mr. Debenham's life was in danger."

It is true indeed "the law presumes every homicide to be murder till the contrary appears" (Fost. 255), but it is by no means true that the law considers killing, *per se*, to be murder. The death of a man is so grave a matter that the *onus* of proof of malice or the contrary is shifted from the prosecutor to the prisoner, but that is all. Malice, though presumed if not disproven, must be there, and if, as here, there is clearly no actual malice, then the act is presumably not murder, unless it be shown that it was accompanied by some of the special circumstances from which the law implies malice.

According to the evidence in this case, therefore, there can be no question, we think, that Mr. Debenham has not been guilty of "murder," but there still remain three classes of homicide to one of which it must be referred. Now here it is that the coroner seems to us to have laid down the law too broadly. Bracton (145) says that "if a man attempt to rob or murder another, and be killed in the attempt, the slayer shall be acquitted and discharged," and this is one of the kinds of justifiable homicide. Manslaughter, again, is of two kinds. 1st, when a man doing an unlawful, but not felonious, act, kills another by accident; and 2nd, cases of sudden affray. Lastly, excusable homicide is of two kinds, and one of

these is laid down to be "when a man kills another in a sudden rencounter merely in his own defence, or that of his wife, child, parent, or servant, and not from any vindictive feeling, which is called homicide *se defendendo*."

The question for the jury in Mr. Debenham's case will be to which of these classes to refer the homicide in question, seeing that the circumstances do not exactly fit any of the definitions. If the man in question had been certainly a burglar, then, though Mr. Debenham's life may have been in no danger, the case would be clearly justifiable homicide; if Mr. Debenham had come unexpectedly upon the deceased, who had sprung out upon him, and he had fired in the *bond fide* idea that he was being attacked in the night, it would have been homicide *se defendendo*; but while neither of these suppositions agree with the proved state of facts, so neither does either of the definitions of manslaughter given above. We should not regret to learn that the jury considered that there was evidence enough to lead them to think that the deceased was in the act of committing a burglary, though the later evidence seems to point to a contrary conclusion, but if not, and if they find themselves compelled to convict Mr. Debenham of manslaughter, it will be for the Court to take all the circumstances into consideration in fixing the amount of his sentence. To this sentence there is not any statutory minimum, and, without any desire to intrude upon the functions of the judge, we venture to say that that punishment ought to be of a very lenient description, and we have little doubt that, whatever may be the course taken at the trial, the consequences to Mr. Debenham will not be very serious. We do not desire for a moment to justify the rash use of firearms, and perhaps it would be better that timid men should not handle them at all; but we are not satisfied that Mr. Debenham's case is one of that description.

DR. LANKESTER, the coroner for Central Middlesex, has sent in his second annual report for the central district of Middlesex, from August 1, 1863, to July 31, 1864, for presentation to the magistrates, in which he says "our legislation was, at one time, ferocious with regard to the destruction of human life. A reaction took place, which has placed us in our present position, in which upwards of 150 dead children are annually found in the streets of London. It is not too much to suppose that where one child is found another is successfully hidden for ever. In cases where the mothers have been discovered their ages have averaged about twenty years; as it is not to be supposed the same woman commits this crime a second time, and as the expectancy of a woman's life at twenty is forty years, this would give the large number of 12,000 women living in London alone who have thus secretly destroyed their offspring.

If Dr. Lankester considers this crime sufficiently alarming to demand a special inquiry, no less so do the public. One great difficulty, which has been found to stand in the way of legislation on this subject, is the objection urged by a very large section of the community that if the State were to provide for foundlings it would be legalizing prostitution and encouraging the desertion of infants by their mothers, so exchanging one evil for another. It has been urged by this Journal that the certainty of punishment must be taken as the chief preventive of the crime of infanticide, but if a special parliamentary inquiry would be of any service it would be a subject for congratulation that the progress of this prevalent crime should be arrested by any means which should not prove to be a remedy worse than the disease.

ADVICES FROM NEW YORK state that the eventful career of Mr. Edwin James, ex-M.P. for Marylebone, has been diversified by another incident. He is now under arrest at New York, on a charge of conspiracy to defraud. The prosecutor is a young Irish lawyer, named

James Thomas Wilson; and James is charged, in conjunction with a man named Henry Hayward, with conspiring to defraud him of 1,400 dollars. In February of the present year, the prosecutor arrived in America from Queenstown. He brought with him £184 in gold, which, at the then rate of exchange, was worth nearly 2,000 dollars in greenbacks. On the 9th of the following March he selected Mr. Edwin James, then practising as a counsellor at law at 293, Broadway, as the most fitting person to consult upon the disposal of his money. James assured him that if the Yankees knew he had such an amount of money in his possession they would rob him of every copper, and that the only safe course was to leave the amount with him (James) for safe keeping. Wilson readily adopted the suggestion, went to his hotel for his money, and placed it in James's hands. He subsequently found a business he was desirous of purchasing, but on two occasions James persuaded him not to complete the transaction, promising to find him something better. One day, about the 20th of March, he was introduced by James to the second defendant, Hayward, whom James represented to be a man of large means and doing heavy business. Hayward himself stated that he had a soap manufactory and a government paper mill. The upshot was that Wilson, who seems to have bubbled over with confidence, said he was quite satisfied with Mr. James's word, and, without inquiry, engaged himself to Hayward as salesman, at a salary of 25 dollars a week, and a commission guaranteed to amount to 40 dollars more. In return for these advantages, the man of large means and heavy business, required an immediate payment of 1,400 dollars, and Wilson returned to James the deposit note he had taken when he left his money in James's hands, and authorized James to pay over the amount mentioned to Hayward. Hayward turned out to be a man who owned neither soap factory nor paper mill, but who had been associated with James in certain transactions; and to all the prosecutor's applications for salary and employment, Hayward replied by referring him to James who, he said, had got the greater part of the money. These facts were proved on the 31st ult., before Judge Conolly, and the prisoners were held for further examination.

THE CONFLICT, if it may be so described, between the governors of Newgate and Whitecross-street prisons has at length been terminated by the decision of the Court of Queen's Bench, made on the 7th instant. A few weeks since* it was decided that the House of Correction is not the prison to which prisoners committed for default in payment of poor rates ought to be consigned, and it therefore remained a question which of the other two prisons before-mentioned was proper for that purpose. In order to raise the question, two writs of *mandamus* had been obtained on the part of the parish officers of two parishes, as the prosecutors of two poor rate defaulters, one of whom had been committed to Newgate, and the other to Whitecross-street. The keepers of neither prison would receive the prisoners, each contending that the other was bound to receive them, and therefore a writ of *mandamus* was obtained against each. The judgment was, that the governor of Whitecross-street was bound to receive the prisoners, and the following remarks from the judgment of the Lord Chief Justice serve to indicate the grounds of this decision:—"Prior to the Act of Geo. 3, Newgate was the 'common gaol' of Middlesex. That Act practically divided the 'common gaol' of the county into two parts—the civil prison for prisoners under civil process, the criminal prison for persons under criminal process. Then the question came to this, whether these persons were under civil or criminal process? He could entertain no doubt that they were under civil process. Their liability was purely a civil liability, and no criminal offence was created by a mere default in payment of their rates. The power was, in the first place, to issue

process against the goods of the parties, and then, in default of a sufficient distress, the magistrate was empowered to commit them to prison, not as a punishment, but simply to enforce payment; so soon as the parties paid, they were entitled to liberation. That showed that the proceeding was to enforce payment, and not to inflict punishment, and that was the true criterion."

There is no doubt that this decision will be accepted by the governor of Whitecross-street, and so will be set at rest a question which, for more than a year, has been a constant source of injustice.

THE JUNE SESSIONS of the Central Criminal Court were opened on Monday last, and although there were under eighty persons for trial, some of the cases are of an important and interesting character. There is only one charge of wilful murder, but there are three or four for manslaughter. The judges are Lord Chief Justice Erle, Mr. Baron Martin, and Mr. Justice Crompton.

THE COUNTRY is now fairly astir with the breath of the coming election. We continue to note, so far as we hear of them on trustworthy authority, all the movements in that direction by any member of the profession.

Mr. David Deady Keane, Q.C., has issued an address to the electors of Beverly.

Mr. Cox is threatened with a contest for Finsbury. His supporters have had a meeting, and will, it is said, bring their candidate to the poll at very little expense to himself.

The sitting members for Knaresborough, Mr. Woodd and Mr. Collins, have both issued their addresses. There is at present every probability of a spirited contest.

Mr. Charles Neate has addressed the electors of the city of Oxford, soliciting re-election.

Mr. G. H. Whalley will offer himself for re-election at Peterborough.

Mr. J. Dent Dent, and two others, have already entered the field at Scarborough, and addresses from them respectively are before the electors.

Mr. M. H. Marsh has now commenced an active canvass of the electors of Salisbury.

A meeting of the electors and non-electors of Sheffield has been held, at which Mr. Roebuck, Q.C., addressed the meeting at considerable length. A resolution of confidence in that hon. gentleman was carried by a vast majority.

Mr. Horsman has issued his address to the electors of Stroud.

Mr. E. W. Gox, recorder for Falmouth, and Mr. A. Mills, one of the present members, will fight the battle at Taunton against two non-professional opponents.

The right hon. James Stuart Wortley, Q.C., has been started for the southern division of the West Riding.

Sir Arthur W. Buller has resigned his candidature for the borough of Devonport at the coming election. He proposes to contest Liskeard in the room of Mr. Bernal Osborne, who will be a candidate for Dungarvan in the room of Mr. John Francis Maguire, who, it is said, proposes to transfer his allegiance to the city of Cork.

Mr. C. Locock Webb, whose candidature for Bodmin we announced some time ago, appears to have dropped out of the lists; though four candidates are named he is not one of them. The learned gentleman has, however, as we are informed, gone down to the borough with a view to the prosecution of his canvass.

The Solicitor-General for Ireland proposes to contest the representation of Mallow with Mr. Longfield, Q.C.

The Attorney-General for Ireland has visited and canvassed the borough of Portarlington.

At Youghal the re-election of Mr. Isaac Butt, Q.C., will be opposed by Mr. J. N. McKenna of the National Bank, and by a local candidate, a gentleman named Hobson.

Mr. Serjeant Armstrong proposes to contest the representation of Sligo, against Mr. Macdonagh, Q.C.

It is understood that Mr. Morris, Q.C., will be a candidate for Galway town.

At Kilkenny the seat now held by Mr. M. Sullivan will be fought by Mr. M. O'Donnell, Q.C., who was a candidate at the last election.

Mr. McCurdy Greer is announced as a candidate for the city of Londonderry.

Sir Colman O'Loughlen, Q.S., offers himself for re-election for the county Clare; as does Mr. George, Q.C., for the county Wexford; both seats are opposed.

In Cork county an opposition candidate will do battle with Mr. V. Scully, Q.C., and in the city Mr. N. D. Murphy (Solicitor) will have to meet the opposition of Mr. J. F. Maguire, who retires from Dungarvan.

The re-election of Sir Hugh Cairns, Q.C., for Belfast, and of Sir George Bowyer for Dundalk are, so far, unopposed.

Mr. Baggallay, Q.C., is in the field as a candidate for the borough of Hereford.

Mr. Serjeant Pulling has offered himself as a candidate for Boston, and has addressed a meeting of his supporters at the Guildhall.

Mr. P. O. Papillon has issued his address to the electors of Colchester.

It has been resolved to bring forward Mr. Serjeant Spinks, as one of the candidates for the representation of Oldham, at the coming election. A requisition to Mr. Platt, to stand for the same borough, is also in course of signature, and meetings have been held in the out-districts at which this has been warmly approved.

Dr. Ball, Q.C., has been brought forward as a candidate for the representation of the University of Dublin, in opposition to Mr. Lefroy. He grounds his claim to election on the necessity of having an ecclesiastical lawyer in Parliament, capable of looking after the interests of the Irish Church.

Mr. Bremridge, solicitor, has announced his intention of retiring from the representation of Barnstaple.

Mr. Powell, Q.C., has, it is said, finally abandoned his candidature for Gloucester.

Mr. Paull has offered himself for re-election at St. Ives.

Mr. Murray again comes forward for Newcastle-under-Lyme.

Mr. JOSEPH MIDDLETON, of Leeds, barrister-at-law, has been appointed to the recordership of Scarborough, vacated by the appointment of Mr. West, to the recordership of Manchester.

WE HAVE TO RECORD the death of Sir Charles Edward Grey, G.C.H. The deceased was born in 1785, and had nearly completed his eightieth year. He was educated at University College, Oxford, where he graduated in 1856, keeping his name on the books to the day of his death. Shortly after taking his degree he was elected a fellow of Oriel. In 1811 he was called to the bar by the Society of Lincoln's-inn, and in 1817 was appointed a bankruptcy commissioner. In 1820 he was knighted on being appointed a judge of the Supreme Court of Madras. In 1825 he was transferred to the Chief Justiceship of the Supreme Court of Bengal. In 1835 he was made commissioner for the affairs of Lower Canada, and on his return from that country was made a Privy Councillor, and received the Hanoverian Order. He was governor of Barbadoes, St. Vincent, Trinidad, and Lucia from 1841 to 1846, when he was appointed governor of Jamaica. For a period of about four years he represented the borough of Tynemouth in the House of Commons.

THE ASSISTANT PREACHERSHIP at the Temple Church has been conferred upon the Rev. George Frederick Maclear, M.A., of Trinity College, Cambridge, classical master at King's College school, London. Mr. Maclear graduated in 1855, when he took a second class in classics. In 1857 he was Hulse's prizeman, and in 1858 and 1861 he gained the Maitland prize.

Messrs. Stevens & Haynes, the well-known law publishers, have just issued a new catalogue of modern law books. The book, though not absolutely exhaustive, appears to contain the names and dates of the vast majority of law books of authority, together with, in a great many instances, that most important addition—the price. The works are catalogued by the authors' names, but there is a most excellent index of subjects, after the fashion of the index attached to the catalogue of Lincoln's-inn library. There are also some very useful addenda, such as the table of reports (p. x.), and the list of references (p. xxviii.), which will frequently be found of great service in assisting a search for an authority, or in enabling the reader to determine *a priori* whether the authority will be likely to repay such a search or not. Altogether it is a very serviceable book for the purposes for which such books are needed, which are of an unobtrusive order, but not therefore to be overlooked.

SECRET TRIBUNALS.

The history of jurisprudence, whatever other lessons it may teach, however doubtful some of its utterances may be, speaks on one subject, at least, in unvarying and unmistakable terms. In the long struggle, which from the earliest times has been unceasingly carried on between despotism and liberty, the exercise of arbitrary power has invariably found its surest ally in secrecy of judicial inquiry, while the necessity for submitting judicial investigations to the public gaze has ever been found the surest protection of liberty where it exists, the most efficient check to the extravagances of tyranny where it does not.

In France, at this moment, it forms the only barrier against a return to that *ancien régime* of pure despotism, whose fitting agent was the *lettre de cachet*. In America we have seen within the last few weeks that the attempt of the Government to throw the veil of secrecy over a delicate and important investigation has been foiled by that inherent impatience of mystery which is always fostered by free institutions. In this country, in the ordinary administration of criminal justice, we could as soon submit to a return to the inquisition and "the question," as allow the Courts to sit with closed doors. Even in civil actions we are impatient of proceedings in *camera*. The *oubliette*, and the "scavenger's daughter" are, here at least, things of the "long past," and without fearing a return to the use of these, we abhor the irresponsible power which a secret inquiry gives, and are not content blindly to give effect to decisions founded on evidence not publicly known and openly sifted.

In examining the cases of Lieutenant-Colonel Dawkins and George Mitchell, which have recently occupied the attention of the House of Commons, we have to deprecate two very important departures in different directions from the principle here laid down. In the first-named case, it was not on account of the injustice of the sentence passed upon him by the Court of Inquiry, but for want of positive knowledge that it was just, that several members expressed themselves dissatisfied.

On the first evening, when Mr. Darby Griffiths mentioned the subject in the House, members, if we may judge from the tone of the discussion, were inclined to believe that Lieutenant-Colonel Dawkins had been unjustly or harshly treated, not because they knew anything of the merits of the case, but because a secret and irresponsible tribunal had been set in motion to effect that which, if done at all, should have been done by official authority, through the instrumentality of a court martial. Even on the subsequent night, when the motion was made for a copy of the correspondence, although the explanation given by the Marquis of Hartington was so complete that the House had, practically, no choice but to refuse the motion, which was negatived without a division, it is clear that this was done with reluctance, and not without a strong feeling that the question ought to

be submitted to a court martial. Now it must be plain, that if the Courts of Inquiry which sat on Lieutenant-Colonel Dawkins had not been conducted in private, there could have been no excuse for canvassing their proceedings in the House of Commons. Even the flagrant jobbing by which a verdict was taken on a false issue in Colonel Crawley's case escaped, because done in due form, the animadversion of that assembly.

Whatever may be the merits of the question as regards Lieutenant-Colonel Dawkins himself, and whatever may be said of the peculiar relations of military officers to one another, it is contrary to the spirit of the times, especially on British soil, that the opinion of a military court of inquiry, founded upon evidence not on oath, and taken with closed doors, should be allowed, without appeal, to affect the career of a public servant. Why a court martial has not been granted we are not informed, but a regular and formal tribunal could be the only fitting exponent of justice in this case, and it is very much to be regretted that the Commander-in-Chief has taken any steps in the matter without ordering a court martial.

Another illustration of the action of secret tribunals is found in the power exercised by the benchers of the Inns of Court over the members of the bar. The case of Mr. Digby Seymour must be fresh in the memory of our readers; and it is not too much to say that the unsatisfactory issue of that inquiry, and the no less unsatisfactory proceedings which followed it, are mainly, if not entirely, due to the secret and irresponsible nature of the investigation. The bar, however, has not been wanting to itself in this matter; a bill has been introduced into the House of Commons by Sir George Bowyer and Mr. Hennessy, which was printed on the 25th of May, and which, without interfering with the jurisdiction of the benchers over the bar, deals with the exercise of that jurisdiction in a manner which will, we believe, be acceptable to the majority of the profession.

By this bill it is proposed to give power to the benchers of any of the four Inns of Court to elect a judicial committee to inquire into charges made against barristers, or into the conduct of any member of their inn; these committees are to have power to hear and determine cases, and to disbar or suspend barristers, or to expel any member of the inn. From the decision of the committee an appeal lies to the judges. The committee and the judges are to sit in open court, if the person charged requires it, and are to take evidence upon oath.

Such is shortly the scope of the proposed measure, which, it will be observed, entirely alters the nature of these courts. It has been argued, and with some appearance of reason, that the Inns of Court are not amenable to the public in their treatment of their own members, that their causes of disturbance are very much in the nature of family quarrels, and ought to be settled at home. But the answer is, that the conduct of a barrister in his profession is a matter which concerns the public in a very important degree, and that it is not right that a man should be excluded from his profession without having had at least the opportunity of bringing public opinion to bear on the decision. Only to be made acquainted with a bare result, without any knowledge of the circumstances under which that result was arrived at, is not sufficient to guide the public to a due appreciation of the merits of the case, and no judge or court has a right to withdraw itself from this ordeal.

We are quite ready to allow that there may be questions of internal policy, either in the army or among the members of the Inns of Court, which are not suitable subjects, in the first instance, for a public inquiry, and when such questions arise a difficulty may occur in attempting to draw the line where the power to hold a private court of inquiry should cease.

Such investigations, however, may be, and, no doubt, often have been, made use of for the most tyrannous and oppressive purposes, and, although, we are by no means prepared to advocate their absolute suppression, they

should, we think, be considered but as preliminary; and private courts ought not to have power to enforce their decisions in any case where the position in life of the individual, against whom a decision may be arrived at, is affected (if that individual dissents therefrom), without a further investigation in the face of day.

The other case to which we have referred in the commencement of this article is an instance of a different fault in the action of these abnormal courts, we mean their tendency to suppress full investigation in a matter on which the judges have "made up their minds."

No Court, sitting as a public court, responsible to public opinion, and with that opinion brought directly to bear upon it through the press, would have ventured, as the committee on the Azeem Jah petition did, to refuse to the accused an opportunity of cross-examining the witnesses against him; and no modern court (not even a court martial) would have denied him the advantage of counsel's assistance for that purpose.

The interposition of Mr. Hennessy in favour of simple justice alone saved the House of Commons from committing an act of the most unjustifiable tyranny when the question of Mitchell's committal was first before them, and although *this* scandal has been happily avoided, we are far from satisfied with the course which that assembly has since thought proper to pursue. We do not here mean to express any opinion on the merits of the case; the decision of the committee may very possibly be, nay, very probably is, perfectly correct; but we must protest in the name of that personal freedom of the individual which is of infinitely more value than all the political liberty in the world, and the maintenance whereof is one of the principle ends to which political liberty is but a means, against the incarceration by a vote of the House of Commons of a British subject who complains—and whose judges admit that he complains with truth—that witnesses whom he desired to produce were not listened to, and that a witness whom he desired to cross-examine was not suffered to be produced.

And here we cannot refrain from expressing our unfeigned regret that we have again to deplore the influence of party and official trammels in warping the fine legal judgment, or coercing the parliamentary action—we will not take upon ourselves to say which—of the Attorney-General. We had hoped much from the influence of so consummate a lawyer and jurist, so high-toned a statesman, in repressing any tendency to unconstitutional action which we might have reason to fear on the part of any of his colleagues, and lo! this second time* he has been tried and found wanting.

Of the expediency of the exercise at all by the House of Commons of a privilege which, however necessary in turbulent or reactionary times, is now perfectly uncalled for; the ordinary courts of justice being amply sufficient for the repression of crime, whether committed against the dignity of the Crown or of the House; we do not propose to offer any remarks, but it must be evident that if the House is to continue to exercise this arbitrary power, it can only do so, satisfactorily to the public, in accordance with the same principles which govern the administration of justice elsewhere.

There may be, in all the classes of cases we have mentioned, instances in which it is better that a person against whom no charge of sufficient gravity to render a prosecution possible can be maintained, should be coerced into retiring from a position for which he has shewn himself to be unfit; or in which an accused person may prefer to accept a minor punishment on an informal conviction to a thorough public investigation of the case; and if the victim himself, from social reasons or otherwise, thinks proper to acquiesce unresistingly in the course proposed, the matter ceases to be a public question; but no other case can be readily conceived in which it is desirable that free men should be exposed to the secret action of irresponsible power.

* 8 Sol. Jour. 580.

THE UNSEALED CONTRACTS OF CORPORATE BODIES.

(Continued from page 670.)

We proceed to discuss the modern innovation made principally in favour of trade. In *The Mayor and Corporation of Ludlow v. Charlton*, 6 M. & W. 815, Rolfe, B., in delivering the judgment of the Court, said, "In modern times a new class of exceptions has arisen. Corporations have of late been established, sometimes by royal charter, more frequently by Act of Parliament, for the purpose of carrying on trading speculations; and when the nature of their constitution has been such as to render the drawing of bills, or the constant making of any particular sort of contracts necessary for the purposes of the corporation, then the Courts have held that they would imply in those who are, according to the provisions of the charter or Act of Parliament, carrying on the corporation concerns, an authority to do those acts without which the corporation could not subsist." That this indulgence was at first limited to cases of necessity, may be seen from the observation of the Court in *Slark v. Highgate Archway Company*, 5 Taunt. 792, that *assumpsit* on notes would not lie against a corporation unless the Act which authorized the making of the promissory notes *eo nomine* by the corporation, *ex vi termini* impliedly empowered the corporation to make a promise. In *Broughton v. Manchester Waterworks Company*, 3 B. & A. 12, the company not being, in the opinion of the Court, a company created for the purpose of trade, but merely to carry on the business of supplying the inhabitants of a particular place with water, was held not to have power to make promissory notes or to except bills of exchange, as no such authority had been expressly given by its Act of Parliament.

In the case of *Paine v. The Strand Union*, 8 Q. B. 326, the Court of Queen's Bench refused to uphold an action of *assumpsit* for work and labour against the guardians of the poor of an union for making a survey and map of the rateable property in one of the parishes forming the union, there being no contract under seal. The Court said, that if the case was within any of the exceptions to the rule, it must be that one which excepted contracts necessarily incident to the purposes and objects of the corporation—as drawing bills to a trading company, or the purchase of coals and machinery to a gas company; but, in the case before them, the corporation were entrusted with the expenditure of money, and not with its collection, or making rates, with which they had nothing to do. Besides, they had no power to act as a corporation in matters confined to any particular parish. It is clear from these remarks that the exception, although made principally in favour of trade, is not confined to trading corporations. The nature of the corporation, whether constituted for trading or other purposes, is to be looked at in order to ascertain the scope and objects of the corporation, and this will determine the character of the unsealed contracts on which they may be sued. It will be remembered that in *De Grave v. Mayor, &c., of Monmouth* (ante), the corporation were held liable for weights and measures supplied without a sealed contract, though not a trading corporation. And so in the case of *Sanders v. St. Neot's Union*, 8 Q. B. 810, the Court held that an action of *assumpsit* was maintainable for selling iron gates to a workhouse, and erecting them under the verbal order given by one of the officers, pursuant to a verbal order of the guardians. Lord Denman, in giving judgment, observed that the defendants could not be permitted to take the objection that there was no contract under seal if the work, when done, was adopted by them for purposes connected with the corporation. On the other hand, in *Arnold v. The Mayor of Poole*, 4 M. & G. 860, it was held that an attorney appointed by a municipal corporation, but not by an instrument under seal, could not recover his costs against the corporation (the city of London being an exception, because its solicitor is appointed in court; that is, by record). This case does not conflict with the principle of the authori-

ties first cited, for litigation can scarcely be said to be one of the immediate objects for which the corporation was established. The Chief Justice Tindal did, indeed, seem to think that the exception with regard to unsealed contracts existed only with respect to trading corporations; but it was not necessary, in the case before him, to limit the extent of the exception in that manner.

In *The Fishmongers' Company v. Robertson*, 5 M. & G. 131, decided about this time (1842), the company, having performed their part of a contract not under seal, were held entitled to recover in *assumpsit* from the defendant, who had received the benefit of the contract. This case falls within the principle of the early class first above mentioned, and does not affect the exception now being discussed. The next cases were *Ridley v. The Plymouth Baking Company*, and *The Kingsbridge Mill Company v. The Same*, reported 2 Exch. 711, 718. The defendants were a joint-stock company, registered under 7 & 8 Vict. c. 110, and in both cases the plaintiffs were non-suited, because, the contracts not being under seal, there was no evidence of adoption by a sufficient number of directors having authority to bind the company. In the first of these cases there had been a contract to indemnify a tenant of the company against distress by the company's landlord; but it was made by less than the proper *quorum* of directors; and in the second case, the company were sued for flour consumed on their premises; but the Court held that as no recognition of the contract could be shown by a *quorum* of directors, or an authority given by them to the person who actually ordered the flour, or an account stated with them, the price could not be recovered. It is difficult to see why the consumption of flour on the company's premises did not amount to an implied recognition of the contract by the necessary number of directors. In other respects, these cases do not appear to affect the exception, as it seems to have been admitted by the Court that the contracts would have been binding if made or recognized by the authorised agents; although it may be observed that the first contract had no relation to the company's ordinary business, a point, however, which it became unnecessary to discuss. In *Smith v. Hull Glass Company*, 11 C. B. 397, goods had been ordered by the manager and other officers of the company. The Court said it was quite consistent with a special delegation of certain powers that the managers should possess a general power of dealing; and that, unless restrained by the Act of Parliament or the company's deed, they would have all the authority given to partners by the rules of the common law. And the goods were delivered to persons acting in the management, and presumably with the knowledge of the directors, and were used in the manufacture for which the company was established, hence the company were liable for the price. It might be necessary in such a case to look into the company's deed, to ascertain whether the directors had power to appoint a manager; but, having ascertained that, any one would be justified in supposing that the directors were carrying on the business in the usual manner, and that the apparent agents or officers of the company were properly appointed. (See the judgment of the Lord Chancellor in *Greenwood's case*, 3 De G. M. & G. 480.)

But in *Lamprell v. The Billericay Union*, 3 Exch. 283, a corporation were held not liable upon a parol contract for extra work connected with the building of their union house. This case has been much criticised. The Court professed to adhere to the law as laid down in *The Mayor of Ludlow v. Charlton*, *Arnold v. Mayor of Poole*, and *Paine v. Strand Union*, without advertent to the circumstance that in none of those cases was the subject-matter of the contract necessary to or clearly within the very purposes for which the corporation was created; and no notice seems to have been taken of *Sanders v. St. Neot's Union*, which is irreconcilable with it. The same Court shortly afterwards decided in a similar manner the case of *Diggle v. The London and Blackwall Railway Company*, which has been thought

to go further than any case against the exception. The company's Act of Parliament provided that the directors should have power to use the common seal, and that all contracts signed by three of the directors should be binding on the company. The plaintiff contracted to take up the old line of the London and Blackwall Railway, which was formerly worked by a stationary engine, and to substitute in lieu thereof a line to be worked by locomotive engines, maintaining the works for two months after completion. The plaintiff having performed a considerable portion of the work, was discharged by the defendants before the whole was completed. He sued them in *assumpsit* for work, labour, and materials, and on an account stated. It was objected that the contract was not under seal, nor signed by three of the directors. The Court considered the objection fatal, and stated their belief that the exception only went to the case of overruling necessity, while in the case before them the directors might easily have been called together and the seal have been affixed. They relied on *Lamprell v. The Billericay Union*. It may possibly be thought that this contract, to take up a line of railway and relay it, was a contract of a very special nature. The counsel for the defendants compared it to the contract in *Cope v. Thames Haven Dock and Railway Company*, 3 Exch. 841, where an agent was appointed by a resolution of the directors to negotiate with another railway company, and he was not allowed to recover for his services, the resolution not having been sealed with the corporate seal, or signed by three directors. Again, in the case of *Homersham v. Wolverhampton Waterworks Company*, 6 Exch. 137, where some extra work had been done for the company and with the approval of their engineer, the Court held that they were not bound to pay for it, because there was no contract for it under seal, no contract by three directors under the Companies' Clauses Consolidation Act, and no adoption by a *quorum* of directors under the companies' special Act. The Court thought that the 97th & 98th sections of the Companies' Clauses Consolidation Act, referred to express and not to implied contracts, they said that the restriction as to the seal or other formality was for the protection of the subscribers or members of the public body, and could not be dispensed with; and the mere fact of the work being done was not sufficient, for the company was not bound by the mere order of the surveyor or the contract of one director. It does not appear that there was anything special or exceptional in this contract, anything not within the scope and objects of the company.

(To be continued.)

THE LAW OF BANKRUPTCY.—REPORT OF THE COMMITTEE.

V.

(Concluded from p. 326.)*

The relative merits of official and creditors assignments have been the subjects of evidence as conflicting as that given respecting the appointment of a chief judge, the mode of administration, or the locality of the court. The following is a sketch of the more important portions of the evidence on this point.

Mr. J. F. Miller, Chief Registrar of the Court of Bankruptcy, examined:—"I allude to section 127 of the Act, which gives the realization and management of the estate to the creditor's assignee; and to section 128, which limits the duty of the official assignee to the collection of debts under £10. I think that is all wrong. I think we are drifting into the state of things that existed in 1831, prior to Lord Brougham's Act; great difficulties have been experienced in getting creditors'

* While it seemed probable that some legislative action would take place in consequence of this report, we stayed any further reference to it; but as the amendment of the law has been indefinitely postponed, we think we may advantageously lay before our readers the rest of the evidence on which any proposed amendments must be based.—*Ed. S. J.*

assignees to bring in their accounts. I would restore to the official assignees their old duties."

Mr. Roebuck:—Q. "The main points in which you think that the new Act has failed is in depriving the official assignees of powers which they previously had, and in giving increased powers to the creditors' assignees?"—A. "I think that is the great blot of the Act."

—Q. "Do you think that those are the two fundamental errors in the Act?"—A. "Yes."

Mr. Murray:—Q. "You prefer that the official assignees should discharge all the duties?"—A. "Yes."—Q. "Have you, since the passing of this Act, had many cases in which creditors' assignees have been defaulters?"

—A. "Yes, a great many cases, but not heavy ones. I have found great difficulty in getting the accounts audited. I have found from the accounts, that they have received monies which they have not paid over to the bank."—Q. "Have they paid it over?"—A. "Eventually."—Q. "There is a clause that if the creditor's assignee keeps money more than seven days without paying it into the bank, he is liable to be charged 20 per cent. Can you give any instance in which it has been put in force?"

—A. "I cannot."—Q. "Is there any officer connected with the court whose duty it is to look after the official assignees?"—A. "None; and, therefore, I propose a comptroller."

The question of creditors or official assignees is the old question of chancery or bankruptcy administration in a more concrete form. The witnesses whose testimony was in favour of chancery or judicial administration should therefore be expected to vote likewise for an extension of the duties of official assignees. Indeed, the official assignees at present appear to be merely a better description of creditors' assignees, and, if they are at all to suit the name, they require to be brought more directly and constantly under the supervision of the Court.

Q. "Is there any mode by which you can ascertain that an official assignee has rendered an account of all his receipts?"—A. "None. It is almost impossible, if an official assignee is determined to be a rogue, for the commissioner to ascertain what he has received."—Q. "I confine myself to the case of an official assignee who is resigning; is there any investigation into his accounts?"

—A. "None, beyond the usual quarterly examination."

Q. "The assignee has certain books to render to the commissioner once a quarter?"—A. "Yes."—Q. "Do the official assignees produce the books?"—A. "Yes, they do."—Q. "Are these books not kept in the court?"—A. "No; the official assignees make the return, but they keep their own books, because they could not get on without them."—Q. "Suppose that he has received more than he has produced, is there any mode of checking that?"—A. "I am not aware of any."

Mr. Murray:—Q. "Whose duty is it to audit the accounts of the creditors' assignee?"—A. "The audit takes place before the registrars; each registrar takes the cases that belong to his commissioner."—Q. "Can you give us an idea as to how many accounts he audits in an hour?"

—A. "Twenty, I dare say; I have never put down more than forty in any one day. In many cases both assignee and solicitor are absent."—Q. "Can you explain how the audit is managed?"—A. "Many of the accounts are verified by affidavit. The creditors' assignee, instead of attending, makes an affidavit, and sends it by his solicitor. That sometimes gives rise to a great deal of trouble, because he does not send the vouchers, and then the audit has to be adjourned."

If the inspection of the principal be, in the case of a private agency, a necessary precaution to the honesty and diligence of the agent, surely a like safeguard is necessary for the due discharge of the duties of public officials. The chief registrar, however, seems to think otherwise, for we find him saying—Q. "Have you considered whether, in point of fact, if an official unconnected with Basinghall-street and the court were appointed to investigate every balance-sheet, it would be an advantage?"—A. "I doubt whether it would. I think that

the audit is very well as it is." We must say we think Mr. Miller has here applied the maxim *Laissez faire*, to a matter to which it is not correlative. Such a degree of care in a private transaction would certainly not entitle the principal to the rank of a *diligentissimus paterfamilias*. We have given, however, copious extracts from his evidence, because of his great experience in the details of bankruptcy administration, even though we do not consider his optimism well founded. Indeed, he is not consistent on this point; for elsewhere, in answer to the question, "you recommend the appointment of a comptroller or inspector over the official assignees, and over the creditor's assignees;" he replies, "I do, and I think that until we have a comptroller, we shall never be able effectually to guard against those defaults."

With respect to the remuneration of the official assignee, Mr. Miller thinks "that he ought to be paid partly by salary and partly by fees."

Mr. Commissioner Holroyd has thus deposed on these points:—"I think that the change introduced by the Bankruptcy Act, 1861, with respect to these officers, and giving to the creditor's assignees the management and realization of the bankrupt's estate, with the exception of the collection of debts not exceeding the sum of £10, has not worked beneficially to the creditors. No doubt, occasionally, there may be an efficient creditors' assignee, who will devote his time, labour, and attention to winding-up an estate; and he may do it speedily and to the satisfaction of the creditors. But this is an exceptional case: everything is left to the solicitor or manager. I think it would be desirable that the creditors' assignees, and the official assignees, should be restored to their respective former duties."—Q. "Do you think that an official assignee is able to wind-up estates as satisfactorily as a creditor's assignee?"—A. "In my opinion much more satisfactorily. I think, that official persons who are engaged daily in a particular kind of work, must of necessity be more efficient than an assignee who is appointed to each individual estate, and who has only the working of a few estates, or, perhaps, only of one in his life."

"With reference to the ordinary audit of the official assignees account, which is sent to the solicitor for his approval, on the part of the assignees, a few days before the audit, I think it would be desirable to annex to it a copy of the debtor and property book of the estate, showing what is realized and what remains to be collected, with the remarks thereupon in such book."

"With reference to the general accounts kept by the official assignees, and also by the messengers, I think it would be desirable if an official inspector were appointed to make such an examination of the books and accounts, and at such times as under the discretion of the Lord Chancellor, he might think fit, so as to be able to certify to their correctness."

"Fixed salaries having been determined upon by the Legislature, I think it would be well not to interfere with that arrangement at present, further than this, that if the official assignees be remitted to their former duties, then, in addition to their salary, and in order to give a stimulus to exertion, a premium should be paid on an early dividend."

Mr. C. E. Lewis approved of the former system of allowing the official assignee to receive and pay everything under proper control.

Mr. E. Lawrence thinks that, "under the existing system, the official assignees have very little to do."—Q. "Do you think that the alteration with reference to the appointing of creditor's assignees works advantageously in the winding-up of the estate?"—A. "No; I think not. In many cases the creditors will not incur the additional loss of time incident to looking after the bankrupt's estate. The result is, that if a creditor's assignee be appointed, he is in many cases the nominee of the bankrupt or of his friends, and has no interest, perhaps, beyond seeing that the bankrupt goes quietly through, or the estate falls into the hands of the standing soli-

citor of the official assignee, who knows nothing of the estate."

Mr. Murray asks of Mr. F. J. Reed—"Are you of opinion that it would be desirable to place an officer over these gentlemen" (the assignees) "to examine their accounts?"—A. "I think the commissioners ought to do it themselves; I do not see the object of having an inspector."

Mr. S. Morley saw no reason "why we should have provided for us official supervision, when the superintendence of the parties directly interested in the estate would be more satisfactory."

Mr. W. S. Harrison examined:—Q. "You would not dispense with the official assignees until after the creditors' assignees have been chosen, as I understand you to say?"—A. "Precisely. I would make use of them for the purpose of opening up the bankruptcy."

Mr. H. Honey examined by Mr. Miller:—Q. "You would take the payment of the dividends out of the hands of the official assignee, and entrust it to the manager?"—A. "Yes; I think that they (*i. e.*, the official assignees) should act (merely) as auditors of all accounts, whether under bankruptcy or under private arrangement, as a safeguard to creditors generally."

The evidence on this point stands thus:—Mr. Commissioner Holroyd, as also Messrs. Miller, C. E. Lewis, and Lawrence, are in favour of extending the duties of official assignees; while Messrs. S. Morley and H. Honey prefer abridging their duties.

Whatever opinion may be arrived at on a fair review of the evidence on the relative merits of official and creditors' assignees, it is, at all events, we think, undeniable that the present dualism is unnecessary and mischievous.

EQUITY.

PRESCRIPTION—OMNIA PRESUMUNTUR RITE ESSE ACTA.

Gann v. The Company of Free Fishers and Dredgers of Whitstable, Ho. of Lds., 11 W. R. 430, 11 C. B. N. S. 387, 13 W. R. 589.

There is not, perhaps, a more valuable principle in general jurisprudence, or in our own legal system, than the rule expressed in the maxim, *Ex diuturnitate temporis, omnia presumuntur rite esse acta*. This maxim is more or less acted upon in every system of law, however cast-iron it may be in its own nature. At a very early period of Roman law, and even before the Praetorian edicts had introduced a system of conflicting law and equity there—a result which followed with startling rapidity upon the promulgation of the twelve tables—this maxim enjoyed no inconsiderable authority. Indeed, as all general rules, that is to say, every body of law, must fail to be closely applicable to particular cases, equity, either in the shape of legal fictions, or by the action of separate tribunals, steps forward to meet the emergency. Of all the honours, however, which equitable interpretations of law, or integral additions thereto, have conferred upon every positive juristical system, none, we think, is paramount in political, legal, or social importance to the maxim at the head of this article.

This presumption is of the class known as *presumptiones juris et de jure*, and belongs to the domain of universal jurisprudence. Accordingly, both writers on natural law and the positive systems of states universally recognise the validity of the title implied in a long enjoyment of possession. "If time," says Lord Plunket, "destroys the evidence of title, the laws have wisely and humanely made length of possession a substitute for that which has been destroyed. He comes with his scythe in one hand, to mow down the monuments of our rights; but in his other hand the Lawgiver has placed an hour-glass, by which he notes incessantly those portions of duration which render needless the evidence that he has swept away." Lord Brougham's *Sketches of Statesmen*, vol. 2, p. 39, n. Indeed, long enjoyment indicates a much better title than can commonly be produced; for the ac-

quiescence by all the world in such possession is strong evidence to show that no one had any grounds for disturbing it, and that, consequently, the possessor must have had originally a good title. In the common law system of every country it has, consequently, come to pass that title by enjoyment is considered to be one of the best; and statutes of limitation and prescription have been added to this common law rule, merely in order to give definiteness to the inquiry, otherwise open to the action of Horace's destructive sorites. Our legislators commenced at a very early period to observe the importance of defining a period of limitation, and passed a statute of limitations so early as 3 Edw. 1, c. 39 (*Stat. Westm. 1*), fixing a date, then about eighty-five years back, for the position of that cloudy screen behind which no judge's eye should penetrate to perceive any infirmity of title. Next came the statute of 82 Hen. 8, c. 22; thirdly, the statute 21 Jac. 1, c. 16; and, finally, the 3 & 4 Will. 4, c. 27. These statutes, however, applied, so far as regarded real estate, to corporeal or proprietary rights only; and questions of prescriptive titles to franchises or easements were left to be dealt with by reference to the Statute of Westm. 1. None of the later statutes, either directly or indirectly, abridged the period of enjoyment which was necessary to raise an indisputable presumption of the existence of an incorporeal right of this nature. This class of cases was, however, dealt with by the 2 & 3 Will. 4, c. 71, 100; but these Acts only provided for certain specific cases, by no means including every possible class of incorporeal rights, and as the descriptive Acts are construed by reference to the rules of the common law, the question, what constitutes a good prescription? is often one of great difficulty, and (as happened in the principal case) the subject of much judicial conflict.

But though precision was, and is perhaps still, wanting to the numerous legal rules relating to prescription, yet all possess this element in common, that they presume, when necessary, everything which admits of being presumed in favour of the possessor. Even as to the period necessary for establishing a prescriptive title, the history of the doctrine shows a constant tendency on the part of our courts to simplify and abridge the proof required. For instance, positive proof that an incorporeal right had been enjoyed up to the year 1189 had, for a very long time become wholly impossible. The courts, accordingly, began to hold that evidence for the period of twenty years, and in some case even for less, if coupled with other favourable circumstances, would raise a presumption that the enjoyment had existed from time immemorial, sufficient to shift the burden of proof; and even where no mere length of time could have conferred a prescriptive title, as, for instance, against the Crown, owing to the maxim *nullum tempus occurrit regi*, the presumption of a lost grant was generally found sufficient for the purpose.

This they admitted could be set up in derogation of the rights of the crown, but, by analogy to the then existing limitation in cases of writs of right, they required a period of sixty years' possession to be shown, before they would recognize the presumption of a right against the crown, though a shorter time would, in general, have sufficed if the same right had been claimed upon the property of a subject, *Bedle v. Beard*, 12 Co. 4, 5; *Mayor of Hull v. Horner*, Cowp. 102.

Our judges have thus always declared themselves ready to extend the rules of presumption, founded upon long enjoyment (already most favourable) to any ulterior length, if the circumstances of the case before them required it. Accordingly, royal grants, charters, and even Acts of Parliament have not unfrequently been found by a jury, under the direction of a judge, in order to give a valid title to long enjoyment accompanied by the usual acts of ownership.

To this effect are the cases of *Eldridge v. Knott*, Cowp. 215; *Lopez v. Andrew*, 3 M. & R. 329 n.; *Delorus v. Church*, 2 L. J. Ch. 113, and a host of others which are

collected by Mr. Taylor in his work on Evidence, vol. 1, p. 140. Some of these cases related to the duchy of Cornwall, the lands and revenues of which were, by statute, made inalienable by the Prince of Wales as Duke of Cornwall. Nevertheless, the judges have sometimes gone to the extreme length of holding that, although prescription, as a general rule, cannot be pleaded against a statute, yet that, if it were necessary, in order to confirm a title from long use, to presume a subsequent statute repealing the prohibitory statute *pro tanto*, they would not hesitate to do so.

In the present case, however, the House of Lords overruled an unanimous decision of the Court of Exchequer Chamber, reported 11 W. R. 430, which itself affirmed an unanimous judgment of the Court of Common Pleas, reported 11 C. B. N. S. 387 (judgments much more in accordance with the general juristical bearings of the rule *omnia præsumuntur* than that of their Lordships), and have decided that in cases where, from the nature of things, mere length of time could have conferred no title, a grant anterior to Magna Charta (which would have been a good title), will not be presumed from the mere fact of long continued possession.

The respondents in the principal case were a company incorporated by 33 Geo. 3, c. 42, and those under whom they derived title in the *locus in quo* had from time immemorial exercised a right, originating under a grant from the Crown, to occupy certain portions of the estuary at Whitstable for the purpose of cultivating oysters both between high and low water mark, and even for some miles beyond the latter line. This action was brought by the respondents to try their right to receive a payment of one shilling for every vessel anchoring on the land covered by the sea, the soil of which was claimed by the respondents. Upon these facts the Court of Common Pleas held that a grant by the Crown to a subject of a certain portion of the soil of the sea-shore, below low water mark, and of a toll for anchorage there, could have been lawfully made by the Crown before the period of legal memory, and could consequently be prescribed for.

The general rule *omnia præsumuntur*, &c., being applicable to every case of prescription, the *onus* lay on the appellants to show that the enjoyment of the right by the company (for the fact of the enjoyment was admitted), could not be legal, in other words, could not have been the subject of a grant from the Crown, and, consequently could not be prescribed for.

It is laid down in every work of authority that all franchises, that is, "portions of the royal prerogative subsisting in the hands of a subject," may be prescribed for. This rule comprises waifs, estrays, treasure trove, wrecks, fisheries, fairs, markets, tolls, &c. And all such claims by prescription are good, if by possibility they could have had a legal commencement: *Comyn's Dig. tit. Prescription C.* Now, why could the claim set up by the respondents not have had a legal commencement.

Before Magna Charta the Crown had power to grant to a subject not only the sea-shore, but also the soil of the sea in a creek, haven, or arm of the sea, or *districtus maris*. A title by prescription can, consequently, be established by a subject to such a portion of the sea, because such a title would imply a grant from the Crown at a period when no statute stood in its way. As, then, prescriptions are so favourably construed, the courts would, in order to give a possessory title effect, as readily presume a grant to have been made before the year 1222 (the date of the present statute of Magna Charta) as after it. Although, then, Magna Charta restrained the power of the Crown, in respect of the point in question, no difficulty, in making title, could be experienced by the respondents by reason of that statute.

Whence, then, did the appellants derive any arguments for contending that the enjoyment of the respondent's right, from time immemorial, did not entitle them to levy toll at the present day. The respondents' right, not labouring under any intrinsic imperfections, the appellants must have relied on some paramount right of their own.

So they did; anything, indeed, that can be, by possibility, the subject of a grant, may be claimed by prescription. But the appellants contended that no grant from the Crown—and, consequently, no prescription—would be presumed so as to interfere with the public free right of navigation, of which the right to anchor is an essential part. The judges appear to have differed in opinion as to whether the soil of the sea-shore is vested in the Crown between high and low water mark only, or to a distance of three miles from the shore, by analogy to the rule of international law respecting the jurisdictional waters of each state. This doubt, which could easily be shown to be founded on a misapprehension of the principles of international law on the subject, was not considered by the judges as materially affecting the grounds of their decision. The *locus in quo* of the anchorage, however, appears to us to be of the utmost importance, with respect to the argument which we shall presently offer. It was held, in the *The Mayor of Colchester v. Pinworth*, 7 Q. B. 339, that the liberty of passage on a public navigable river, though not suspended when the tide is too low for vessels to float without injuring oysters cultivated in the river, may yet, by custom, be subject to a fine to the lord of the soil for such grounding. Yet, Lord Chelmsford, in the principal case, considered that the imposition of any toll, however trifling, was inconsistent with the free right of navigation, unless, at least, the Crown gave the subject some benefit as a consideration for the toll. We doubt whether this is well founded as regards grants prior to Magna Charta; but, supposing it to be so, we do not consider it a sufficient answer to the claim.

A consideration given to the public is, indeed, necessary to validate a right claimed against the public. But could there be no consideration presumed in support of this claim of the grantees of the Crown? We do not rely merely on the use of the soil as anchoring ground, but might not the place have been the site of an ancient port, the maintenance of which would have been, doubtless, a sufficient consideration for the imposition of toll. In *The Mayor of Nottingham v. Lambert*, Willes, 111, which is the only case relied on by Lord Chelmsford in support of their Lordships' determination, it was, indeed, held that a prescription to take a toll for passing on an ancient navigable river, through the plaintiff's manor, was bad in law, unless a consideration was expressly proved. But the same case decided that this doctrine did not apply to a toll traverse, because in it a consideration could be implied; and Willes, C.J., observed, "If, indeed, they receive any particular benefit, as going over a bridge, coming into a quay, wharf, port, or the like, this, indeed, may alter the case." In *The Mayor of Yarmouth v. Eaton*, 3 Beav. 1402, where the plaintiff claimed a prescriptive right to a duty or toll called *measurage*, for goods exported from the coast of Yarmouth, the Court held that the claim implied a consideration. Could then the respondent's prescription, by possibility, or by any presumption, be regarded as valid? It is clear from the cases cited that it could, viz., by presuming an ancient consideration for the toll. Now, as even an Act of Parliament is presumed, and sometimes even against another ancient statute, why may not a mere matter *in pais*, the existence of an ancient port, be presumed? What greater difficulty is there in presuming such a fact than in presuming any other fact, much less a statute? We regret exceedingly that customary titles have been disturbed by the decision of the House of Lords, which is opposed to the unanimous opinion of all the judges before whom the case came; opposed to the great current of judicial authority, and also to the principles alike of general jurisprudence and of our own legal system.

Being the judgment of the highest Court of Appeal, it is now, doubtless, "the law of England," at least until another set of law lords shall arise, and some other victim of the attempted infringements of prescriptive rights, which are now so rife, shall have the temerity to hazard an appeal to that august tribunal.

COURTS.

COURT OF CHANCERY.

(Before the LORDS JUSTICES.)

June 9.—*Re Leeds Banking Company*.—Their Lordships this morning delivered judgment in this appeal against an order of the Vice-Chancellor Kindersley, making Mr. Barrett a contributor in respect of twenty-two shares in this company.

The company was started in 1832 with 10,000 shares, of which 7,340 only were issued, on each of which £15 was paid. The company, as our readers are aware, carried on an apparently prosperous business, and in April, 1864, paid a handsome dividend, and issued a flourishing report. In June the directors determined to issue the remaining 2,660 shares at £30, and to offer one to each holder of five shares, and to distribute those which were not taken up to other applicants. Interest was to be paid on the £30 until October 1, and after that the shares would receive a dividend. Mr. Barrett was an old holder of fifty-five shares, and applied for twenty-five more. The secretary, by letter, informed him that he could only have twenty-two. Mr. Barrett accordingly sent a draft for £660, being £30 on each of the twenty-two, and asked for the certificates, and was told that they would be given on October 1. On September 24, a petition was presented for winding-up the company, and a few days afterwards an order was made upon it. The appeal was argued on May 5.

Mr. Bailey, Q.C., and Mr. Wickens, for the appellant; Mr. Glasse, Q.C., Mr. Cotton, and Mr. Kekewich for the official liquidator.

The Lord Justice TURNER, after very carefully stating the facts of the case, said that the appellant had mainly relied on two points—first, that he had never become a shareholder as to these shares; secondly, that if he had, he was induced to take them by false and fraudulent report. As to the second point, there could be no doubt of the nature of the report, but his Lordship did not think this the proximate cause of his having taken the shares. Whether he ever became a shareholder is a difficult question, but, on the whole, his Lordship was of the same opinion as the Vice-Chancellor, and that he did become a shareholder from the time of the allotment and payment. It was said that he could not have had certificates and would not receive the dividends until 1st October, but that was merely an arrangement for the convenience of the company, who made their dividends on that day. The appeal must be dismissed.

The Lord Justice KNIGHT BRUCE said that he must differ. In his opinion this controversy must be decided from the correspondence, the meaning and effect of which was not to make Mr. Barrett a shareholder until October 1, before which the company had ceased to exist. As, however, the Lord Justice Turner agreed with the Vice-Chancellor, the appeal would be dismissed, but without costs.

COURT OF QUEEN'S BENCH.

(Sittings in Banco, before COCKBURN, C.J., BLACKBURN and SHEE, J.J.)

June 15.—*Ex parte Henry Hugh Pike*.—Mr. Stammers renewed his application on behalf of Mr. Pike to be re-admitted an attorney, which he made on the last day of Hilary term. Mr. Pike had been an attorney, but was struck off the rolls to be called to the bar. He was called in 1836, and afterwards practised as a barrister, and in 1840 he was accused before the benchers of Gray's-inn, of unprofessional conduct in making arrangements with an attorney, by which he took certain profits, and also with assisting in getting up a prosecution. The benchers disbarred him, and their sentence was confirmed on an appeal to the judges. In 1845 the applicant applied to be admitted as an attorney, but was refused. A second application was made on the last day of last Hilary term, but the Court then considered Mr. Pike had not done sufficient to show that he had purged himself of the charges that were brought against him, and also how he had conducted himself during the interval. On that occasion the Lord Chief Justice said—"If the applicant can satisfy us, by the evidence of trustworthy persons, that, whatever the business may have been in which he has been engaged, his conduct and character have been unimpeached and unimpeachable, we should be disposed to listen to the application." He had since then filed an affidavit, excusing

himself from producing testimonials, either from persons with whom he had been engaged in business, or from tradesmen, &c., on the grounds that he had carried on business until recently only as clerk to his father, and that he had lived in great seclusion; but he positively swore that his conduct had never been impeached in any respect since his exclusion, and he produced letters from the Master of the Rolls, and the Lord Chief Baron, and also from Mr. Jolliffe, of Lincoln's-inn, and Mr. Cox, of the firm of Cox & Willoughby, solicitors. The letter of the Master of the Rolls stated that, so far as he could recall the matter on which he had been excluded from the bar, there was nothing in it which should for ever preclude his re-admission as an attorney. The letter of the Lord Chief Baron ran thus:—"I think that the length of exclusion from both branches of the profession which you have suffered has, probably, lasted long enough."

Mr. Stammers, upon these materials, now moved again for the applicant's re-admission to practise as an attorney, and with much earnestness and feeling pressed upon the Court that his exclusion ought not to be for life.

Mr. Garth, who appeared on the part of the Incorporated Law Society, did not oppose the application, but merely read what the Lord Chief Justice had said on the last occasion, and submitted whether the applicant had sufficiently complied with the requisitions which the Court then laid down, or sufficiently excused himself for not so doing.

The LORD CHIEF JUSTICE, after a little consultation with his colleagues on the bench, said,—I think we may now accede to the application. We were desirous of being satisfied that the applicant had conducted himself with propriety, and were anxious to give effect to the feeling which we have that the same character and honour which should belong to the one branch of the profession should belong also to the other, and that, in other words, an attorney ought as much to be a man of honour and of character as a member of the bar. Still, we cannot expect impossibilities, and if, having been excluded for twenty years from both branches of the profession, the applicant is not in a position to produce the testimonials which we desired, that ought not to be alone enough to exclude him for ever from that branch of the profession to which he desires re-admission. We think that, under the circumstances, he has done enough to atone for the professional misconduct or impropriety for which he was excluded from the bar, and perhaps we could not express ourselves better than in the language of the Lord Chief Baron—that he has been, at all events, excluded long enough from both branches of the profession. We think, therefore, that we may now allow him to be re-admitted to practise as an attorney.

Mr. Justice BLACKBURN concurred, observing that the applicant's affidavit, which had been filed some months, fully disclosed the places of his residence during the last twenty years, and it was not contradicted.

Mr. Justice SHEE also concurred.

COURT OF EXCHEQUER.

(Sitting in Banco, before Lord Chief Baron POLLOCK, and Barons MARTIN, BRAMWELL, and CHANNELL.)

June 13.—*Bouillon v. Valentin*.—In this action Mr. Serjeant Simon moved for a rule calling upon the plaintiff and Mr. Hall, his attorney, to pay over to the defendant certain moneys now supposed to be in the London and Westminster Bank, the defendant's right to which he said had been established by the verdict which, after five days' trial, had been returned in her favour. He also required to have the conduct of Mr. Hall inquired into by the Master.

The Chief Baron suggested that it would be better that the Incorporated Law Society should investigate the matter regarding Mr. Hall.

Mr. Serjeant Simon said he thought it was rather a subject for the inquiry of the society or the Attorney-General.

After some discussion it was arranged that the application for the rule to pay over the moneys should be renewed after it had been decided whether there should be a new trial, and that the matter as to Mr. Hall should either be brought before the Incorporated Law Society or before the court again in another term.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner GOULBURN.)

June 16.—*In re Thomas Hepworth*.—The bankrupt, who was described as of Rayner-place, Chelsea, and several other

places, solicitor and solicitor's clerk, applied to pass his examination, and for an order of discharge.

Mr. Aldridge represented the official assignee.

This petition was filed *in forma pauperis*. The bankrupt owed a sum of £661, and he produced no assets whatever. The debts were all contracted since 1857, and the greater portion of them in 1861.

In answer to the Court, the bankrupt said that he had been three weeks in prison. He had not taken out a certificate as an attorney since 1845.

In the absence of opposition, the order of discharge was granted.

(Before Mr. Commissioner HOLROYD.)

June 16.—*In re J. Ablett*.—Mr. Ablett, who was a solicitor, carrying on business at Basinghall-street, applied for an order for release from custody.

Mr. J. Hall, for the assignee, did not oppose. Order granted.

(Before Mr. Deputy-Commissioner WINSLOW.)

June 15.—*In re Estcourt*.—The bankrupt was a barrister, of Newport, in the Isle of Wight. The debts are about £5,000.

Mr. Linklater, for the assignees, asked for an adjournment, with a view to annulling the bankruptcy.

Adjourned accordingly.

—*In re A. W. D. Leather*.—The bankrupt, who was an attorney, of Lincoln's-inn-fields, came up by adjournment to pass his examination.

Mr. Sorrell appeared on behalf of the assignees, and did not oppose.

Mr. Reed supported.

Mr. Mason (Mason, Sturt, & Mason) appeared for a creditor.

It was stated to the Court that, in consequence of the very voluminous nature of the accounts, Messrs. Johnstone, Cooper, Wintle, & Evans had not yet been able to complete them, and a short adjournment was desired. The liabilities are of very considerable amount, and it was stated that the accounts would embrace transactions amounting altogether to £100,000.

The hearing was adjourned until the 28th proximo.

CENTRAL CRIMINAL COURT.

June 12.—The June sessions were opened this morning at the Central Criminal Court, before the Recorder, the Right Hon. the Lord Mayor (Warren Stormes Hale, Esq.), Aldermen Sir Francis Graham Moon, Sir Robert Carden, Phillips, Gibbons, and Lusk, and Mr. Alderman and Sheriff Dakin, the Under-Sheriffs, &c., &c.

The first edition of the calendar contains the names of 77 prisoners to be tried, and the offences are thus classified:—Murder, 1; man-slaughter, 4; rape, 2; robbery, 7; burglary, 16; house-breaking, 1; larceny from the person, 1; larceny, 7; arson, 3; embezzlement, 2; uttering counterfeit coin, 13; sending a threatening letter, 1; forgery, 5; unclassified misdemeanours, 14.

BOW STREET POLICE COURT.

June 12.—*Charge of threatening Baron Martin*.—Matthew Reilly, a stout built, florid complexioned man, of about 40 years of age, described as a labourer, having worked on board ship as what is termed a "lumper," was brought up in custody of George Manners, one of the warrant officers of the Court, on the charge of "having used certain threats towards Sir Samuel Martin, one of the barons of the Exchequer, whereby it is apprehended that the said Matthew Reilly will do him some bodily injury."

Joseph Holcombe, train-bearer to Chief Baron Pollock, proved that the prisoner had said "I will haunt Baron Martin with an evil spirit up to the day of my death."

The prisoner.—No; I said, "I would haunt him like an evil spirit till I got justice." I only want justice.

Mr. FLOWERS.—Well, it would make no difference if you had said that.

George Manners, one of the warrant officers of the court, deposed to having seen the prisoner dogging the learned Baron, who gave him in custody and charged him with threatening him. The prisoner said, "Ah! the Baron gave me the slip on Saturday, so I caught him this morning. He belongs to a secret society, and when the man was sworn he made the sign on the book, and the Baron decided against me on hearsay evidence. I am glad you have taken

me, for I will expose him. He is a robber on the bench, and he would turn me into the streets to eat stones."

Mr. Burnaby, chief clerk (to prisoner).—Do you wish to put any question to this witness?

The prisoner.—No. I have no question to put to him.

Mr. Baron Martin was then called and sworn.—He said there was a case tried before me on the 22nd July, 1864, in which a person called Reilly, who I presume was the prisoner, was the plaintiff, and a person named Price was the defendant. Last Michaelmas Term, Mr. Francis made an application on behalf of Reilly, and the Court were of opinion that the action (which was for libel) could not be maintained, as the alleged libel was a privileged communication. The rule was, therefore, refused. The next I know of the matter was that the prisoner, whose appearance I had then forgotten, addressed the Court when I was sitting, and complained of the result of his trial. I told him that neither I nor the Court, nor any other tribunal, had power to interfere: that the matter was legally decided, and was at an end. The next matter which occurred was my receipt of several letters from the prisoner, which were handed up to me when I was upon the bench. I could receive no letters addressed to me in the performance of my public duty, and I destroyed them. Some time afterwards he addressed me in the street. And this he did several times, but I took no particular notice of what he said, nor can I tell you anything of what occurred till last Friday week. The learned judge then detailed the manner in which he had been dogged by the prisoner on that day, the following Friday and Saturday, and this (Monday) morning. After having put up with him for a good while he (on that morning) said to the prisoner, "Now, I will give you an opportunity of ending this; go away, and let this matter end." He said, "No, I will continue to follow you."

Mr. FLOWERS.—Do you apprehend danger from him?

Mr. Baron Martin.—I apprehend he is out of his mind.

Mr. FLOWERS.—But, from his threats, do you apprehend danger?

Mr. Baron Martin.—I think his coming to my house and persisting in following me about justifies me in saying so.

Mr. FLOWERS (to the prisoner).—Do you wish to put any questions to Mr. Baron Martin?

The Prisoner.—Ain't you a sworn judge, to give justice between man and man?

Mr. Baron Martin.—Yes, I am.

The Prisoner.—On your oath, did you give justice in that case?

Mr. Baron Martin.—I did.

Mr. FLOWERS.—I really cannot go into that. In the first place, it would do you no good, and in the second, it would be travelling out of our course of business. I cannot go into the question of the trial.

The Prisoner.—I told them all I wanted was nothing but justice, and who is to give it to me if I don't get it in court? I can prove that the man perjured himself before Mr. Baron Martin. I have done nothing wrong. I never threatened him. I can't use my right hand. I cannot raise it above my head.

Mr. FLOWERS.—Would you like to ask any question of the baron as to whether you threatened him?

The Prisoner.—No; but I am under a surgeon for my arm.

Mr. FLOWERS ordered him to be bound over in his own recognizances of £100, and to find two sureties of £50 each to keep the peace and be of good behaviour towards Mr. Baron Martin and all her Majesty's subjects for a period of twelve months.

GENERAL CORRESPONDENCE.

BANKRUPTCY COSTS.

Sir,—On July 6, 1864, the Rev. Thomas Butler, of Alexton Rectory, near Uppingham, a small parish with sixty-seven inhabitants, being in difficulties, and having been sued by several creditors, made himself bankrupt. To liquidate the claims of his creditors, his solicitor, in a circular dated July 14, 1864, gave notice that he intended, at the meeting to be held at Birmingham on July 20, to propose to give up £100 per annum out of the living of Alexton, which is worth about £200 per annum, in addition to twenty acres of glebe land. By this means the creditors would have received 2s. in the pound each year, the liabilities being about £1,000; and thus in ten years the debts

would have been paid in full. But, for some reason which I am unable to explain, the proposal was not carried out, and the bankruptcy took its course. At the expiration of ten months Messrs. Allen & Son, of this town, stationers, who are creditors, have received from Mr. Kinnear, the official assignee at Birmingham, a printed account, of which the following is a copy:—

"To receipts: debts, £7 14s.; property, £380 11s. = £388 5s. By payments: special charges, viz., rent, rates, wages, taxes, &c., £20 11s. 2d.; solicitor's costs, £253 16s. 10d.; auctioneer or valuer, £41 5s. 6d.; messenger's charges, £29 13s. 7d.; fees for chief registrar's account, £15 18s. 10d.; other charges, £3 8s. 7d. = £364 14s. 6d. Amount divided, being first dividend of 5d. per pound (upon proofs, £962 11s. 9d.), £20 1s. 1d. Balance in hand, £3 9s. 5d."

It will thus be seen that to get £20 for the creditors cost £344, or *seventeen hundred and twenty per cent.*

ROBERT MELLERS,

Secretary to the Notts and Midland Merchants' and Traders' Association.

Nottingham, June 8.

LAW CLASSES.

Sir,—I beg again to trespass upon your valuable space in order to inform those of your readers who may be articulated clerks, that the supplementary memorial on the subject of law classes, notice of which you were so good as to insert in your Journal some few weeks since, in a letter from Mr. J. R. Collins, has been presented by myself to the secretary of the Incorporated Law Society; that there were, with what have since been received, upwards of 100 signatures to the memorial from all parts of the country, and that I have now good reason to believe that some improvement in the present defective means for the legal instruction of articulated clerks will shortly be effected.

The success attending the supplementary memorial is mainly due to the exertions of Mr. Collins, of Exeter, and Mr. T. W. Windeath, of Totness, and I trust that, as the council of the Incorporated Law Society must now be satisfied of the want of law classes, no delay will take place in instituting them, and that we may look for next Michaelmas term as the commencement of a new era in the legal education of articulated clerks, with whom, of course, it rests to say whether the efforts of the Incorporated Law Society shall prove successful.

I beg, sir, to offer you my most sincere thanks for having published my letters in your Journal. W. J. FRASER.
June 14.

THE INHERENT RIGHT OF EVERY PERSON.*

Sir,—The important question as to the signature, or dispensing with the signature, of counsel to a petition of rehearing, or an appeal, presented by a suitor "in person," is specially fixed before a special committee of law lords on Saturday, the 17th instant, at eleven o'clock. E. W.

APPOINTMENT.

WILLIAM GOOD, of the Middle Temple, Esq., to be inspector of charities, in the office vacant by the death of Mr. Simon, jun. Mr. Good has filled the office of chief clerk to the inspectors for a period of ten years.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

[Thursday, June 15.

PARTNERSHIP AMENDMENT BILL.

Their Lordships went into committee on this bill. On clause 1,

Lord ST. LEONARDS expressed his disapprobation of the principle involved in the clause, which he feared would be calculated to embarrass the transactions of trade.

After a short conversation the clause was agreed to.

Clauses 2, 3, and 4, were also adopted,

Clause 5 having been put,

* Query: Does the writer mean that the right of appeal, or that of commanding counsel's signature to an appeal, is inherent. We take leave to traverse both propositions.—*Ed. S.J.*

LORD CHELMSFORD said he believed that that clause, which was the only one in the bill that proposed to give any protection to the general creditor, would require careful consideration before it was sanctioned by the House.

The LORD CHANCELLOR suggested that his noble and learned friend should submit to their Lordships any amendment of the clause he might think advisable on the bringing up of the report.

LORD CHELMSFORD said that on the bringing up of the report he should propose a clause to the effect, "that if the lender of any such loan shall withdraw the same or any part of it from the trade or business in question, and if within a year afterwards the trader shall be adjudged a bankrupt or insolvent, or make any agreement with his creditors to pay less than twenty shillings in the pound, or should die in insolvent circumstances, the amount so withdrawn shall be liable to be applied to the payment of the creditors."

LORD CRANWORTH thought the bill was already strong enough to prevent fraud.

The clause was then agreed to, as also were the remaining clauses.

LORD BROUGHAM highly approved of the bill, which he looked upon as a natural consequence of the Limited Liability Act.

The House then resumed, and the bill was ordered to be reported on Monday.

COMMON LAW COURTS FEES BILL.

The Commons amendment to the Lords amendments was considered and agreed to.

HOUSE OF COMMONS.

Thursday, June 15.

NON-ATTENDANCE OF MEMBERS AT COMMITTEES.

Colonel W. PATTEN brought up a report from the committee of selection, stating that one of the hon. members for Poole (Mr. Franklyn) had been absent that day from a committee upon which he had been appointed to serve. The chairman of the committee in question had come down to the House and moved that the hon. member for Poole be excused from attending the committee. The parties in the case knew nothing of this, and consequently were put to great expense and inconvenience in appearing before the committee when they found they could not proceed. He hoped for the future hon. members would give all the assistance in their power to get through the private business of the House, and not lightly endeavour to excuse themselves from attendance.

LAW OF EVIDENCE BILL.

The House went into committee on this bill.

On clause 1,

Sir F. KELLY hoped the committee would agree to the clause, and then consider in connection with it the proviso to be proposed by his hon. friend the member for Leominster, that promises of marriage, in which actions were to be maintained, should be in writing.

Sir G. BOWYER thought the proviso highly desirable. Actions for breach of promise of marriage had been judiciously excepted by the Act of Parliament from those suits where the parties might be examined. There were young ladies, sometimes, of an imaginative or designing turn, who, anxious to make a good match, might take advantage of the interview not being in the presence of a witness, to swear that there was a promise of marriage when there was not, and if the young lady were pretty she would have a good chance of obtaining the verdict of a jury. If a young man was with a young lady without witnesses what was he to do? The clause might lead to a good many marriages, but they would not tend to benefit society without the proviso of the hon. member for Leominster.

Mr. ROEBUCK said the very case set up by the hon. and learned gentleman (Sir G. Bowyer) was the sort of argument used against Lord Brougham's bill, the merit of which was justly due to Jeremy Bentham. In his (Mr. Roebuck's) opinion the party most likely to be injured was the woman, not the man. He did not believe in deep, designing women, he believed the design was all on the other side. His hon. and learned friend had put a case; he (Mr. Roebuck) would put another. Suppose a pretty, inexperienced woman of 18 coming within the circle of a dark, designing man. That man used that honied language which his hon. and learned friend knew well how to employ, and he made the lady believe that he was in love with her. Did the House think the

lady would be of a sufficiently mercantile turn to say, to that man, "Put that down in writing?" If promises were to be in writing there would be no valid promises whatever.

Mr. HARDY could not agree with the hon. and learned member for Sheffield, that in these cases men were always in the wrong, or were never jilted. A case had recently come before the courts in which a lady, who had been the nurse of an old gentleman who was unable to take care of himself, brought an action for breach of promise, and received a large amount of damages. In another case, a gentleman alleged that there had been a solemn promise from a lady to marry him which she had broken. The gentleman, thinking of the luxurious life he was to lead out of the lady's fortune thought himself aggrieved. In the former case, the lady nurse received several thousand pounds; in the latter case the gentleman, after being kept several years waiting, was dismissed with a farthing damages, amidst the laughter of the people in court. He did not see why a promise of marriage, which was one of the most serious of engagements, should not be treated in the same way as other promises included in the Statute of Frauds, and why its existence should not be established by the evidence of writing. Lord Brougham himself had thought proper to make an exception in that case to the general principle of his bill; and he had made it no doubt because that was a very different matter from any of the more usual instances of a conflict of evidence. The mere appearance of a young lady in a court in a case of that description was so calculated to mislead juries that there was no holding them. He remembered that an old member of the Northern Circuit used to tell a story to the effect that when he had been at the bar in India he had upon one occasion had to defend a beautiful young Circassian, who had murdered the lord of the harem in which she was placed. The case seemed to her friends a desperate one, but he told them that as she was young and beautiful they had only to place her before the jury in an almost transparent dress, and he would answer for the result. His confidence was justified by the event; his advice was followed; and the jury acquitted her in consequence of her interesting appearance. In his (Mr. Hardy's) opinion those actions ought to be altogether abolished; but if they were retained at all, written evidence of the promise ought to be required. He proposed therefore, that the following proviso should be added to the clause:—"Provided that no such action or proceeding shall be maintainable, unless the promise of marriage be in writing, and signed by the party charged therewith."

Mr. ROEBUCK said he had reason to know that the Statute of Frauds was a dead letter in the City of London. In the great mass of transactions in the city there was no written evidence to be produced.

Colonel SYKES supported the clause.

The SOLICITOR-GENERAL said that in those cases women had it all their own way, and that a man had no chance against them, provided they were well got up, and placed in an interesting position, and appeared, as they usually did, deeply affected and in tears. It should be remembered, in considering the question, that every man was not in the position of his hon. and learned friend the member for Dundalk, and could not protect himself by showing that he had entered into a vow of celibacy.

The ATTORNEY-GENERAL suggested that instead of the words "signed by" there should be substituted the words "under the hand of."

This suggestion was adopted, and the proviso with that alteration was added to the clause.

The question having then been put, that the clause as amended should stand part of the bill,

Mr. LONGFIELD moved the omission of the clause. Nothing was more repugnant to the instincts of gentlemen than that a reckless defendant should be allowed to subject a woman to an examination and cross-examination as to the entire of her past life. Nothing could be more detrimental—he might say disgraceful—than this clause would be if passed. He therefore moved its rejection.

The committee then divided—

For the clause	27
Against	86
Majority against the clause	—59

On clause 2,

Sir F. KELLY said that this was a most important clause. The object of it was not to compel parties in a suit for adultery to come forward and give evidence, but it gave the parties

—the man or the woman—the option to come forward and deny the charge. In the bill of 1851 this clause was not adopted. So great was the inconvenience felt in consequence of that omission that the learned judge who presided over the Divorce Court had expressed his opinion that a clause like the present should be introduced into this bill. He hoped this question—which they knew had been much considered, not only by the learned judge who presided over the Court of Divorce, but the most eminent members of the bar who practised in that Court, and they all agreed in the policy and justice of the measure he now submitted to the committee—would now meet the approval of Parliament. He concluded by proposing to amend the clause by inserting after the word "adultery" in line fourteen, the words, "in which any question of adultery shall arise."

The ATTORNEY-GENERAL gave the clause a modified support.

On the question that Clause 2, as amended, stand part of the bill,

Sir F. KELLY could not consent to make it compulsory upon husband or wife to give evidence as to their own adultery, and proposed a proviso, to the effect that no person, though competent, shall be compellable to be called as a witness on any issue which raises the question whether such person shall be guilty of adultery.

Mr. HUNT rose to ask for an explanation. If a husband or wife presented himself or herself as a witness, were they to be subjected to cross-examination on points tending to criminate themselves?

Sir F. KELLY replied that if they offered themselves as witnesses they would then open the door to cross-examination to any extent.

Mr. HUNT.—Would they be compelled to answer questions to criminate themselves?

Sir F. KELLY.—Undoubtedly.

Mr. AYRTON approved of the proviso, but could not support the clause. The hon. and learned gentleman had better keep them separate, and then, if any clauses at all were left in the bill when it came out of committee, he would vote for it.

Mr. SELWYN proposed the omission of the clause.

Mr. MALINS remarked with respect to this being only a permissive clause that its effect would be the same as if it were compulsory. A person accused might or might not tender himself to give evidence, but if he did not, what would be said by the learned counsel on the other side? Would not absence from the witness-box be held to be a direct admission of guilt? He had opposed the creation of this court from the first; and he deplored its existence now as one of the greatest public calamities of the country. He would consent to nothing which would increase and aggravate the evils arising from it, and he should, therefore, vote against the clause.

Mr. WALTER supported the clause, which was then put, and negatived without a division, by an unmistakeable manifestation of the sense of a great majority of the House.

Sir F. KELLY said that as the House had rejected both the first and the second clause he did not think it was advisable to proceed any further with the measure.

The Chairman accordingly left the chair, and the bill was withdrawn.

IRELAND.

COURT OF QUEEN'S BENCH.

The "Inman" Line of Steamers.

Sugrue v. Inman.—This was an action brought by the Cork Harbour Commissioners for the purpose of procuring the decision of the Court, whether passenger ships or steamers calling at Cork are liable to pay the tonnage dues of the port. The plaintiff was secretary of the Commissioners, and the summons and plaint alleged that the defendant, who is a very extensive shipowner residing at Liverpool and trading under the name of the "Liverpool, New York, and Philadelphia Steamship Company," is indebted to the Commissioners in the sum of £148 1s. 3d. for tonnage dues on several vessels of which the defendant was owner, and which had entered the port and harbour of Cork on the several days mentioned. The plaintiff then averred the performance of conditions precedent on the part of the Commissioners, but that the defendant refused to pay the tonnage dues. The defendant had pleaded that the ships did not enter the port of Cork for the purpose of trading to and from

the same; also, that they did not either load or unload within the said port or harbour; nor did they take in or discharge any cargo or any other thing whatsoever within the said port or harbour whereby they become liable to report at the Custom House, also that they did not, in point of fact, report at the Custom House so as to render them liable to said duties as alleged.

The Solicitor-General, with whom was Mr. Waters, now moved, on behalf of the plaintiffs, that this defence be set aside or amended, on the ground that it was framed as to prejudice, embarrass, and delay the fair trial of the action. The Court would perceive that the defence was bad on several grounds. In the first place, although it only consisted of one plea, it was composed of several distinct obligations, each of which involved a distinct defence. Secondly, it consisted of mixed matter of law and fact, such as no counsel could properly frame issues upon. On these grounds he applied to their lordships to set it aside, as wholly untenable and illegal.

Mr. Johnson, counsel for the defendants, wished to state that the defence was not drawn by him. On the part of the defendant he would ask the Court to give him time to amend.

The Solicitor-General assented.

Mr. Justice Fitzgerald said: it appeared to him that the questions involved were principally ones of law, and he thought it would be a very proper way of having them decided, to let a case be stated for the opinion of the Court. He threw out this suggestion for the parties consideration.

The Solicitor-General said no doubt there was a good deal in the suggestion. The issues involved in the case were of very great importance as affecting the revenues of the port of Cork, and also in reference to the charges on shipping.

The Court unanimously set aside the defence, and gave the defendant a week's time to file an amended plea in such a shape as may be advised.

COURT OF EXCHEQUER.

Practice—Sci. fa. ad audiendum errores.

Green v. Leclerc.—Mr. Dowse, Q.C., with whom was Mr. J. A. Byrne, on behalf of Mr. J. Andrew Leclerc, one of the defendants, moved to make absolute a conditional order for a writ of *scire facias ad audiendum errores*, notwithstanding the cause shown to the contrary by the plaintiff. An action of ejectment had been brought by the plaintiff in 1851 against the present applicant, his mother, and several other persons, for the recovery of the lands comprised in a lease which had been made by him to the applicant's father for 999 years. The ejectment was brought for non-payment of rent, and the plaintiff had succeeded in it. At the time of the judgment in the ejectment in 1851 the present applicant was a minor and yet did not appear to the action by a guardian, as required by the statute, but that a formal parliamentary appearance had been entered for him by his attorney as if he was an adult. He then left the country and went to Australia, from which he had not since returned. He had, however, executed a power of attorney, enabling his mother to institute the present proceedings. It could be shown a year's rent was not due under the lease when the ejectment was brought.

Mr. Chatterton, Q.C., and Mr. Dames, on behalf of the plaintiff, resisted the motion on the ground that the applicant, who was now thirty-three years of age, might long ago have made it if he had any reasonable grounds for doing so, and argued that in fact he was an unnecessary party in the ejectment, and could not have been injured by the result. If the motion were granted the plaintiff would apply to have the applicant's name struck out of the record as unnecessary.

The Court directed the conditional order to be made absolute, but gave no costs.

Burdett v. Lewis.—The Solicitor-General (with him the Right Hon. A. Brewster, Q.C., Messrs. Sidney, Q.C., and Roper), appeared on behalf of the defendant, Mr. David Leopold Lewis, to show cause against the conditional order obtained by the plaintiff in Hilary Term, to set aside the verdict had in this case on the ground of its being against the weight of evidence.* The details of the case are already known to our readers. The learned gentleman argued, at considerable length, that the case was one wholly for the jury, and that their decision ought not to be interfered with.

Mr. Butt, M.P. Q.C., (with him Mr. Serjeant Armstrong,

and Mr. E. Johnstone) was heard on the other side. The arguments are likely to occupy several days.

Habeas Corpus—Crown witness—Minor.

In re Mary Chesney.—This case came before the Court on an application for a writ of *Habeas Corpus*. Mary Chesney is at present in the constabulary depot for Crown witnesses at Ballybough-bridge, near Dublin. She is one of the principle witnesses for the Crown against her uncle, a young man named Crawford, who is a prisoner in Derry gaol, awaiting his trial for murder at the next assizes. Mr. Robert Crawford, the grandfather of the girl Mary Chesney, had applied to the Court to have the girl restored to him. He had reared and educated the girl since she was an infant; she was at that time given into his charge by the parents, who died soon after, and he claimed to be considered as her guardian. The motion was opposed on the part of the Crown, and the Attorney-General stated that he believed if the girl were restored to the grandfather it would prevent the administration of justice in the case of the son, and that it was for that improper purpose the application was made.

The Chief Baron was of opinion that the girl should be asked whether she wished to be set at liberty, and if she did express that opinion that she ought to be set free.

The other members of the Court were of opinion the case was not one in which to interfere, as there was no legal question involved in it.

LAWYERS LECTURING ON LITERATURE.

Amongst the lectures delivered during the present course of afternoon lectures on literature and art, were "Milton's Prose," by the Right Hon. Mr. Justice Keogh; and "The Writings of Bishop Berkeley," by Isaac Butt, Esq., Q.C. M.P.

On both occasions very large audiences of ladies and gentlemen attended. Amongst those present were the Lord Chancellor, Lord Chief Justice Monahan, Mr. Justice O'Hagan, Judge Keatinge, Judge Berwick, and a large number of the bar.

THE SELF-ACCUSED MURDERER.

A few days ago an Englishman, named Charles Rudge, surrendered himself at Bridewell-lane Station-house, as guilty of the murder of Mrs. Shedden, a crime committed so long ago as 1841, for which he was tried and acquitted at the Gloucester Assizes of April in that year.

The authorities in England, having been communicated with by the Dublin Police, signified that, as the prisoner had been already tried and acquitted on the charge of murdering Mrs. Shedden, they could not enter upon a second prosecution. The prisoner has therefore been discharged.

QUALIFICATIONS OF CONVEYANCERS.

Pursuant to the late "Conveyancers' Act," which the council of the Incorporated Society of Attorneys and Solicitors were instrumental in having passed, a code of rules has been framed by the benchers defining the necessary qualifications of parties seeking to become conveyancers. By this it is provided that, with exceptions specially contained in the Act, or under special circumstances, no person shall be permitted to take out a licence to practise as a conveyancer in Ireland, unless he shall have attended one course of lectures of the Professor of Real Property in the University of Dublin, and one course of the Benchers' Professor for the legal education of attorneys, after paying a lecture fee of five guineas at the King's Inns. After complying with this condition, the applicant for a certificate to entitle him to practise must memorial the benchers, and pass an examination to test his fitness. The examination will be held annually in December, the books being "Williams on Real Property," and "Hayes on Conveyancing." This, however, is not all. After obtaining the certificate, it will be competent for any person to show that he is disentitled to retain it. These stringent regulations will, it is hoped, prevent the possibility of any unqualified or unworthy person following a branch of practice which so vitally affects the interests of property, and requires the most vigilant attention on the part of the judicial authorities in order to protect the public.—*Daily Express*.

COURT OF BANKRUPTCY AND INSOLVENCY.

In re Anken Morrison.—Judge Lynch delivered judgment in this case, which had excited considerable interest in commercial circles. His Lordship, observing upon the bankrupt's dealings in accommodation bills, said:—"The bankrupt's ac-

counts, duly kept by him for the years 1856 and 1864, show this, that in 1856 his accommodation bills were in amount £7,284 9s., and his deficit on the balance against him of assets and liabilities were in that year £8,375 14s. 1d.; and in 1864 the accommodation bills had risen in amount to £25,284 14s. 2d., whilst his deficit in that year was £20,934 7s. 6d. How did this state of things arise? Simply thus—he carried on a trade, sinking year by year in its profits, his state of insolvency steadily on the increase, and, to bolster up this trade, and keep himself going on in this road to ruin, he deliberately and systematically manufactured fictitious paper to meet the requirements of this ruinous trade. Of course this manufacture steadily increased in amount as his insolvency grew the greater, until, in 1864, the accommodation transactions exceeded in amount all his legitimate trade transactions. What is the account given here of the mode of manufacturing these bills for mercantile circulation? Mr. Grubb, who was the trusted agent in all these transactions, tells, very graphically, the course of its manufacture. To question 565—"I was there to provide for all our engagements during the month; if there were £6,000 or £7,000 to be written off, I made out £6,000 or £7,000 of regular bills and accommodation bills." After reviewing the whole case, his Lordship concluded his judgment thus:—"If this course of conduct were permitted in trade, the whole system of credit devised for extending the trade capital of the country would be brought into jeopardy, and the worst and most immoral species of gambling would be sanctioned. I think this case is one so strong—so flagrant in its exemplification of the practices whereby the very life of commerce is affected, that, however painful the act is, I feel that I am bound in duty to adjourn this final examination *sine die*."

SOCIETIES AND INSTITUTIONS.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

The following petition has just been presented to the honourable the Commons, on behalf of this association:—

The humble, &c., sheweth—

1. Your petitioners are an association, &c., *
2. Your petitioners have perused a bill now before your honourable House intitled "a bill to amend the procedure and practice in Crown suits in the Court of Exchequer at Westminster, and for other purposes."
3. When the bill, now the Act of 27 & 28 Vict. c. 112, and intitled "an Act to amend the law relating to future judgments, statutes, and recognizances," was before your honourable House, your petitioners were, and still are, fully convinced that the benefits thereby proposed to be conferred would be much increased if the charge on land of future debts and obligations to the Crown were abolished so far as *bond fide* purchasers and mortgagees are concerned.
4. Your petitioners would rejoice to see such a reform effected as, in the course of time, would, as the old incumbrances died out, place land, so far as regards such *bond fide* purchasers and mortgagees, in the same position as purely personal estate in respect of debts and obligations to the Crown, as such alteration would diminish your petitioners' professional responsibility in all dealings with land, and would sensibly lessen the per centage of cost in small transactions, to the expense and trouble of which, especially in country cases, the present search for Crown debts is a material addition.

Your petitioners therefore humbly pray that the said "bill to amend the procedure in Crown suits in the Court of Exchequer at Westminster and for other purposes," may be amended by the addition of a clause or clauses, providing that the provisions relating to judgments, statutes, and recognizances, contained in the Act of 27 & 28 Vict. c. 112, shall extend to, and include (so far as *bond fide* purchasers and mortgagees are concerned), all future debts and obligations to the Crown.

And your petitioners will ever pray, &c.

NATIONAL ASSOCIATION FOR THE PROMOTION OF SOCIAL SCIENCE.

At a meeting of the legal department of this association on Monday, 5th December, 1864, the following "Observations on a Digest of Law" were read by Francis Stack Reilly, Esq.:

* See Sol. Jour. 367, 9 Sol. Jour. 398.

It will be easily understood that the object of the present paper is only to discuss briefly some of the great questions raised by the address at York.

The learned president speaks hesitatingly as to the expediency of an exchange of the English system of case-law for a code, but advocates a digest.*

Even those who hold a code to be the ideally perfect form of a nation's law, need not, I think, much lament this hesitation. They may well be content to join in the more limited aspiration for a digest, as the first object.

I.—Let me, then, ask you first to consider the contents of the digest.

The learned president appears (as I understand him) to have contemplated a digest of case-law merely. He sets out with this proposition:—"With the exception of the Statute of Frauds, the Statute of Limitations, and a few Acts directed to very limited objects, the Legislature has laid no hand on the body of the common law."

This is, as it seems to me, to greatly under-estimate the extent and importance of the statutory element of the law. Large branches of the law, such as the law of bankruptcy and insolvency, and the poor law, are of statutory origin exclusively.

In other instances, though the foundation is laid in the common law, the superstructure has been greatly modified by Act of Parliament. Look at the law of real property, for example. Consider how extensively that was re-cast by the series of Acts of William IV.; what revolutions had been made in it by the Statute of Uses and the Statute of Wills. To go further back, let us recollect how the whole system of estates tail has grown up out of an Act of Parliament. If you wanted to abolish family settlement you would simply have to repeal the Statute *De Donis*.†

Commercial law is a branch that has been thrown out from the old trunk of the common law in very modern times, and yet it has been greatly modified by legislation.

So again in the case of pleading, it might seem that in a commercial country a plea of set off must of necessity be as good a plea in discharge as a plea of accord and satisfaction. But the fact is that the rule that mutual debts may be set off against one another is a purely statutory rule.

Again,—The calendar of prisoners at a gaol-delivery has the look of a modern administrative regulation; it is expressly required by an early statute. Nothing has more the appearance of an ancient common law proceeding than the giving of the royal assent to bills in Parliament by commission under the Great Seal: it depends, however, for its validity on an Act of Parliament.

And the sphere of legislation is a continually enlarging one. We have definitely come under the influence of the last of the three agencies pointed out by Mr. Maine (in his book on ancient law) as those by which successively law is brought into harmony with society. The days of the domination of Legal Fiction are gone by; the powers of Equity are no longer self-expansive; the authority of Legislation is asserting itself more and more.

You cannot, therefore, in the nature of things, have a digest of the unwritten law apart from the written law.

In this combination of case-law and statute-law, it must be remembered you will have to deal not merely with the reports of the decisions of the three superior courts of common law. Chancery, admiralty, ecclesiastical, and bankruptcy cases must all be worked up into a consistent whole. A digest of case-law, as developed on one side of Westminster Hall, would be merely delusive as a representation of the law of England.

* Sir J. Wilde does not define the terms "code" and "digest," but the sense in which he uses them is plain on the face of his address; it is the usual sense, and it is the sense in which the terms are used in this paper.

A code is the work of the legislative authority; its letter is everything; the French codes are instances. A digest is not, or need not be, more than a systematic classification of law; Comyns' Digest and Bacon's Abridgment are mentioned by Sir J. Wilde as works of this kind. A code makes the law, a digest merely states it. In the process of codification the law is inevitably altered in some points, and may be altered to any extent that seems expedient. A digest proper does not, as such, necessarily alter a jot or tittle of the law (a).

It would be useful if the two terms were used in a uniform way.—*Note by the writer.*

† If you desired to render land permanently unmarketable, you would simply have to repeal the statute of 12 Car. 2, c. 24, and that of *Quia Emptores*—Ed. S. J.

(c) This may be a convenient concordance with modern usage definition for the purposes of the present paper, but it is not in the least the distinction between principles: a digest, of opinions and old codes and digest, nor in accordance with modern usage—Ed. S. J.

One great difficulty of execution would be to hit the just mean between excessive generality and too great detail. The leaning should be to give as much particularity to the contents as possible, consistently with proper compression. Highly generalized propositions are of little practical value in law.

Each proposition, deduced from case or statute, would of course be accompanied by references to authorities: each maxim by a note of the cases serving as instances or illustrations of its operation or scope.

In many parts it would be necessary to distinguish what is law in relation to things done, or rights acquired, before a given point of time—for instance, with respect to wills, before 1838.

Possibly, in some parts it would be found of advantage to advert to the history of the law. This could be done in a subordinate statement or note, kept distinct from the proposition. There should be no blending of history with statement of result, after the confusing fashion of some treatises.

The heads or divisions should be such as the actual state of the law suggests. They should not be selected on any theory. In other words, the distribution of the contents should be natural, with no attempt at scientific analysis. The work is to be a practical work; and any philosophical classification of human rights and acts (which are the subject of law) is of necessity unpractical.

II.—Next, how is such a work to be accomplished?

What is wanted first—first in time and first in importance—is the constitution of some permanent superintending authority.

All that is needed for this purpose would be found in a Committee of the Privy Council, organized as the Committee of Council for Education, with the Lord Chancellor as president, with a paid vice-president, sitting in the House of Commons, and with the necessary officers and clerks. To such a committee the law officers of the Crown might be joined as assessors. The first duty of the office would be to investigate the principles on which a digest should be framed, to lay down rules for its formation, to employ competent persons for the collection and arrangement of materials in the different divisions of the work, and the preparation of drafts, to revise and complete the work, and to issue it with the authority of the Crown.

When once established much other work would be found for the department.

There is great need of some better system for the preparation of the bills of the various Government departments. The arrangement and form, and mode of publication of the sessional collection of Acts of Parliament are much in want of supervision. The earlier volumes of the statutes have to be edited, showing, with other improvements, the results of the work of expurgation which has for some years been going on under the superintendence of the present Lord Chancellor. The vexed question of law reporting would be proper matter for its cognizance.

III.—Lastly, when the digest is framed, how is it to be made authoritative?

The learned president states his desire to see the digest "finally confirmed by Act of Parliament." The mode of confirmation intended is not defined. In any form confirmation by Act of Parliament would be attended with serious difficulties.

Even if it could be obtained from Parliament, an enactment that the contents of the digest should be deemed to be law would be inappropriate. A digest simply expounds the law as it finds it. Exposition is widely different from legislation. A digest to be faithful and exhaustive must often state questions as unsettled, and leave them so. In some way it must continue the record of the dissents or dubitations of learned members of the courts by which cases have been decided. In some way it must indicate the judicial or professional doubts that affect the authority of decisions not absolutely over-ruled. But all this would be out of place in an Act of Parliament. When the Legislature speaks, it must lay down a definite rule, one way or the other.

It seems to me, therefore, that the digest, if it were, as it ought to be, of a purely expository character, would need no legislative confirmation, and that the scheme for its formation should be studiously framed with a view to avoid all necessity for such confirmation.

The digest should, I submit, be left to rest for such acceptance as it would require at first, merely on its

intrinsic merits, and on the fact of its compilation by official authority. For greater solemnity it might be promulgated by proclamation from the Queen in council. Copies would be sent by authority to the judges of the superior courts, to county courts and other inferior courts, to quarter sessions and magistrates.

Once issued, it would soon establish itself. It would be turned by night and by day in the hands of those concerned to know the law. It would fill a place somewhat like that once filled by Sir E. Coke's writings. Sir E. Coke summarized the year books and other early authorities; his summaries were relied on, and the original authorities were so seldom reverted to in ordinary practice, that they were in a manner forgotten. He stood, as it were, between the living and the dead.

And such would be the position of the digest. It would be cited at the bar and on the bench; it would be *prima facie* evidence of the law; it would be revised and improved; when thoroughly tested it would, at length, by a natural process, in accordance with the traditions of English case-law, without extrinsic aid, become the authority on the law.

It might, indeed, then be found convenient to turn some chapters of it into Acts of Parliament. And this would be really valuable consolidation, a name which often stands for operations of great risk and difficulty, and of very dubious benefit.

At any rate, the result would be that all parts of the case-law condemned as unsound by the digest, would be discarded as authority, and ultimately would be in effect expunged from the law. And then condensed editions of parts of the reports containing the case-law might be published as demand required.

The difficulties are undeniably great; but every candid lawyer must admit that it is merely a question of money. Money will command men and time. The present Lord Chancellor has more than once publicly announced his anxiety to undertake such a work, and he would assuredly go far to accomplish it if proper means were placed at his disposal. Let us have confidence that soon statesmen will see it is not less patriotic to find some few thousands a year for a noble and beneficent work of law reform, which would enlighten the people and relieve them from a weight that presses on their progress, than to sink million after million in fencing off the contingent evils of war, which all the while they are almost believing will never come.

LAW STUDENTS' JOURNAL.

CALLS TO THE BAR.

Trinity Term, 1865.

William Thomas Charley, B.A., Esq., I. T., exhibitor. Chaloner William Chute, M.A., Esq., M. T., certificate of honour.

Reginald Montague Auber Branson, Esq., M. T., certificate of honour.

By Lincoln's Inn:—James Liddell Purves; Matthew S. Grosvenor Woods, M.A.; Edward Samuel Farrier Moore; Andrew Anderson, B.A.; Kenyon Wood Wilkie, B.A.; John Matthias Spread; Thomas Smyth Abraham, B.A.; Archibald Hyndman Stein; George Daw, B.A.; John Power Hicks, M.A.; Archibald Edward Dobbs, B.A.; Edmund Fuller Griffin, B.A.; John Finlaison, B.A.; William Gerald Seymour V. Fitzgerald; John Lodwick Warden, B.A.; Edward Garnet Man; William Henry Mitchell; and Henry Francis Mutukisma, Esqs.

By the Inner Temple:—Charles Jeffery, B.A.; Benjamin Guest; Richard Masheder, B.A.; Henry Hibbert, B.A.; Robert Samuel Wright, M.A.; Donald Grant Macleod, LL.B.; William Pharazyn, B.A.; John Hampson Jones; William Alexander George Goodall; Albert Hutton; Walter Patrick Joseph Purcell; Frederick Lee, B.A.; Hugh Flammsted Pigot, Esq.; Sir Charles Lawrence Young, Bart., B.A.; Owen Roberts, M.A.; John Macpherson, B.A.; Andrew Simon Lamb (Scotch Advocate); Robert William Trouche; George Clement Bertram, B.A.; Henry William Verey, B.A.; Charles Herbert Maddock, B.A.; and George Cockle, M.A., Esqs.

By the Middle Temple:—Thomas Noon Talfourd; John Wilson Gray (of the Irish Bar), A.B.; David Lindsay Macafee, B.A.; Frederick Baruch Toogood, B.A.; George Edwardes Dering, B.A.; Joseph Vere Woodman, B.A.;

Richard Scott Kisbey; Horatio Lucas Trenerry; Cecil Augustus Blake, B.A.; James Henry Minus; William Jackson; Charles Jones Nixon, M.A.; George Henry Haydon; Jean Emile Floreus; Martin William McKellar, B.A.; Charles Martin Gibson; William Beaumont Badnall; George William Marshall, LL.M.; Grove Humphrey Chapman; Thomas Lionel Jenkins; Hugh Davidson; Henry Martin Frans Lumley; Louis Arthur Goodeve, B.A.; William Cockerell; Maurice Edmund Piston; and George John Curran, Esqs.

By Gray's Inn:—John Hawtrey Thwaites, B.A.; Rowland Wilkinson; John Jenkins, M.A.; Robert Carr Woods, jun.; Itudus Thomas Prichard; and Francisco Evariste Pereira, Esqs.

CANDIDATES WHO PASSED THE FINAL EXAMINATION.

Trinity Term, 1865.

Name of Candidate.	To whom Articled, Assigned, &c.
Adams, Frederick Thomas...	Knight & Udall.
Adcock, Frank.....	Charles Mossop; E. E. Fear.
Aldridge, Henry Mooring, jun.	Henry Mooring Aldridge.
Archer, Francis, B.A.	Francis D. Lowndes; William G. Bateson.
Artindale, Thomas Frederic	Robert Handsley.
Atkinson, John Frederic Henry	A. T. Squarey; John Atkinson.
Atter, Frederic.....	James Atter; Richard M. Wilson.
Balch, John Henry Michell	John Balch.
Batchelor, Edward James ..	Joseph Hooley Torr.
Bateson, William Thornton	John Sharp.
Batcock, John	Henry Godwin.
Bell, Walter John	John Bell.
Bennett, George Nevitt	Rowland Nevitt Bennett.
Beor, Frederick Jepsen	Richard White Beor.
Billinton, Arthur	Henry Nelson.
Birch, Henry	George Birch.
Bone, Foster John	A. B. Bone.
Bramley, Herbert	E. Bramley; Joseph Prior.
Briant, Apsley Ebenezer.....	Michael Pope.
Broomhead, Henry	Henry Broomhead; William Unwin; C. E. Broadbent.
Brown, Frank Clarke	Fras. Brown; G. H. Sawtell.
Brown, Henry Rogers	Frederick John Reed.
Buckland, Francis	William Bartholomew; E. B. Randall.
Burney, John Hutchison ...	Herbert Sturmy.
Butcher, Frederick William.	George John Durrant.
Butterfield, Charles.....	John Thomas Treherne.
Carr, George.....	Robert Home.
Cavie, Wharton Lister Lyon	Lister Wilson.
Cayley, Arthur.....	Henry S. L. Hussey.
Chambers, William George ..	Charles B. Hellard.
Clare, Samuel Parks	Jonathan Howard.
Cole, John, jun.	Charles N. Cole.
Cooke, Joseph Henry	P. J. W. Cooke; W. W. Comins.
Corbett, Frederick	Edward Corles.
Creswell, Joseph Nash	Thomas Scott.
Dalton, John	Augustus Helder.
Davies, John Smalman	W. H. Brown.
Davies, Richard	William S. Catchpole.
Daw, Samuel John, jun.	Charles Kitson.
Dewes, Thomas Hayes	Thomas Dewes.
Dickinson, Joseph, jun.	Joseph Dickinson.
Dimock, John George	Thos. F. A. Burnaby.
Dunlop, John	Robert B. Weatherhead.
Eades, George Lavender	George Eades.
Eden, John, jun.	John Frederick Stainstreet.
Elliott, Joshua Alfred.....	Thomas Sutton.
Ellis, Robert.....	Joseph Wright.
Filder, Herbert Wall	Thomas Johnson; E. J. Filder.
Foster, Arthur Henry	Robert H. Foster.
Freeman, John Crick	John & William Crick.
Garner, William	Richard Child Heath.
Gething, John	David Pain.
Godwin, Edward Douglas ...	B. C. Godwin; J. E. Fox.
Goody, William Nott	Joseph Beaumont.
Graham, John Edwd. Thorley	John James P. Moody.
Granger, Arthur Charles.....	Charles Granger.
Groaves, William.....	Frederick Cooper; Charles F. Hore.

Name of Candidates.	To whom articled, assigned, &c.
Gregory, Lewis William	John Gidley.
Hadley, Thomas Benjamin...	Minshall & Sanders; J. W. Dean.
Hall, Matthew Henry.....	Algernon S. Field.
Harris, Peter.....	William H. Hudson; J. Rayner; J. Wintle.
Hartill, James	Henry Coldicott.
Harwood, William	Henry Harwood; John K. Wright.
Hawes, Edward, B.A.....	Robert Cunliffe.
Hawett, Thomas, jun	Thomas Frederick Taylor.
Hayward, John Camden	William T. Carlisle; G. G. Newnan.
Head, John Merrick	Edward Hillman.
Hilleary, Frederic Edward, B.A.	G. E. Hilleary.
Hinchliffe, George	Henry Thomas Young.
Hincks, John Chas. Hawkesford	Robert G. Brown.
Hodgkinson, George Wagstaffe	Grosvenor Hodgkinson.
Holmes, William	John Ward.
Howell, William Mark	Edward Jones.
Hubbersty, Albert Cantrill...	Joseph F. Kingdon; J. J. Simpson.
Husband, William Palmer...	Henry Richardson; James Williamson, jun.
Jones, Richard Gardiner.....	Richard M. Jones.
Kearsley, Charles.....	Francis William Calvert; R. Hankinson.
King, Lawrance	Robert Wells.
Knott, Henry Nicholls	William W. Heming; A. W. Knott.
Lancashire, Smith	Henry Taylor.
Lister, John Lupton	Grinham Keen.
Llewellyn, John George	Thomas M. Llewellyn; J. T. White.
Lopez, B. H. de Bertodano	George Frederick Hudson.
Lucas, Frederick William ...	Joseph Lucas.
Lynch, Henry Foulks.....	Henry W. Purkis; Richard Brice.
Lynn, Joseph Richard David-son	John Fleming.
Maples, Arthur	Thomas Carson; Arthur Ellis.
March, Octavius	Owen March.
Margerison, William	James Wood.
Marsh, William Edward ...	Richard Marsh.
Marsland, Benjamin	Thomas Keene.
Mason, Charles Wiles, B.A..	Henry William Birch.
Mayhew, Arthur	John Mayhew.
Meredith, Chas, jun., M.A.	Charles Meredith.
Middleton, Leonard	William Middleton.
Millington, Richard Wright.	William H. Holdich.
Morgan, William	Richard Greenway.
Morton, James Archer	Francis Brown; Henry Reddish.
Mullens, Charles Joseph.....	Francis Dollman.
Newall, George Fergus	Charles Prothero.
Norvall, William Alexander	H. G. Hill; J. H. Tristram.
Oldman, Arthur Richard ...	Henry Heffill.
Page, Frederick Julian	Francis F. Jeyes.
Page, George Henry	Arthur Cheese.
Palmer, Albert Frank	Frederick T. Dubois; William Sparling.
Parr, William Fillingham ...	John Watson.
Pick, Frederick	John B. Ingle.
Picard, John Richard	Thomas Eastham; R. T. Jarvis.
Pilcher, James Ernest.....	William H. Pilcher.
Pittman, James Banks	John Fortescue.
Potts, William.....	John B. Gabb; G. Potts.
Poynder, Alfred B. A.....	Robert Holmes White.
Prichard, Robert, jun.	Robert Prichard.
Puddicombe, Geo. Russell ...	Edward D. Puddicombe.
Ramsey, Laurence	Francis P. Hooper; T. C. Baylis.
Rex, William	Thomas Francis Brown.
Rhodes, James	Fairless Barber.
Richardson, Walter.....	Charles Smith.
Rimer, Henry	F. R. Withers; T. Goater.
Rixon, Theodore Robert.....	William Rixon.
Robins, Joseph.....	Alexander F. Patterson.
Rogers, John Bellas, B.A. ...	George M. Jull.

Name of Candidate.	To whom article, assigned, &c.
Rogers, Joseph	James J. Winter; W. P. Isaacson.
Scott, Henry	Alfred Russell.
Simpson, Charles Henry.....	Samuel F. Harrison.
Smith, Philip	Alfred R. Hudson.
Smythe, Francis Cooper D...	William Smythe; John Cross.
Standbridge, Thomas, jun...	John Pass Kaye.
Tate, Edward Booth	William Slater.
Taylor, Walter.....	John Yarde.
Tolhurst, Alfred	George M. Arnold.
Tudway, Clement, jun.	Richard Mullings.
Turner, Octavius Thomas ...	William Robotham.
Tweedy, Henry John	Joseph Roberts.
Watson, Edwin	Edward Baker.
Watson, Thomas	Richard Thompson; John Watson; William E. Duncan.
Webster, George Edward ...	John Webster.
Williams, Edward Bliss ...	William Henry Watson.
Williamson, Edward George.	E. Williamson; F. Lee.
Wolferstan, Thos.....	John Kelly.
Woodall, Samuel	Frederick M. Haywood.
Wormald, William	Robert Barr.
Wright, Henry Granville ...	John G. Bonner.

LAW STUDENTS DEBATING SOCIETY.

At the meeting of this society on Tuesday, the 13th June, Mr. Addison in the chair, the question discussed was, "Where a company, in construction of works authorized by Parliament, cause a diminution of the trade in a shop, by obstructing the thoroughfare, has the occupier of the shop any right to compensation either at Common Law or under the Lands Clauses Consolidation Act, 1845?" *Ricket v. The Metropolitan Railway Company*, 13 W. R. 455.

Mr. Anderson opened the question in the affirmative, which was the view adopted by the society.

COURT PAPERS.

CHANCERY SITTINGS.

SITTINGS AFTER TRINITY TERM, 1865.

LORD CHANCELLOR.		Friday.....23. General paper.	
Lincoln's Inn.		Saturday ..24. Petns. sht. caus., adj. sums, and general paper.	
Thurs. June 22	{ The First Seal.—App. mtns. & apps.	Monday ..26	{ General paper.
Friday	23. Petitions.	Tuesday ..27	{ General paper.
Saturday ..24	{ Apps. in bkcy. & apps.	Wednesday 28	{ General paper.
Monday	26. Appeals.	Thursday ..29	{ The Second Seal.—Mtns. & gen. pa.
Tuesday	27. Appeals.	Friday	30. General paper.
Wedn.....28	{ Apps. in bkcy. & apps.	Satur...July 1	{ Petns. sht. caus., adj. sums, and general paper.
Thursday ..29	{ The Second Seal.—App. mtns. & apps.	Monday	3. General paper.
Friday.....30	{ Appeals.	Tuesday	4. General paper.
Satur...July 1	{ Apps. in bkcy. & apps.	Wednesday ..5	{ General paper.
Monday	3. Appeals.	Thursday ..6	{ The Third Seal.—Mtns. & gen. pa.
Tuesday	4. Appeals.	Friday.....7	{ General paper.
Wednesday 5	{ Apps. in bkcy. & apps.	Saturday ..8	{ Petns. sht. caus., adj. sums, and general paper.
Thursday ..6	{ The Third Seal.—App. mtns. & apps.	Monday	10. General paper.
Friday.....7	{ Appeals.	Tuesday	11. General paper.
Saturday ..8	{ Apps. in bkcy. & apps.	Wednesday 12	{ General paper.
Monday	10. Appeals.	Thursday ..13	{ The Fourth Seal.—Mtns. & gen. pa.
Tuesday	11. Appeals.	Friday.....14	{ General paper.
Wednesday 12	{ Apps. in bkcy. & apps.	Monday	15. General paper.
Thursday ..13	{ The Fourth Seal.—App. mtns. & apps.	Tuesday	16. General paper.
Friday.....14	{ Appeals.	Wednesday 17	{ General paper.
Saturday ..15	{ Apps. in bkcy. & apps.	Thursday ..20	{ The Fifth Seal.—Mtns. & gen. pa.
Monday	17. Appeals.	Friday	21. Petitions.
Tuesday	18. Appeals.	Saturday ..22	{ Remaining petns. sht. caus., & adj. sums.
Wednesday 19	{ Apps. in bkcy. & apps.	* At the sittings after Trinity Term, the Master of the Rolls will hear further considerations in priority to original causes, until those set down before the 19th June have been disposed of, after which the Master of the Rolls will hear further considerations on every Monday during the sitting of the Court.	
Thursday ..20	{ The Fifth Seal.—App. mtns. & apps.		
Friday.....21	{ Petitions and apps.		
Saturday ..22	{ Apps. in bkcy. & apps.		
N.B.—Such days as his Lordship shall be engaged in the House of Lords are excepted.			
MASTER OF THE ROLLS.			
Chancery-lane.			
Thurs. June 22	{ The First Seal.—Mtns. & gen. pa.		

N.B.—Unopposed petitions must be presented and copies left with the Secretary, on or before the Thursday preceding the Saturday on which it is intended they should be heard; and any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

LORDS JUSTICES.

Lincoln's Inn.		Lincoln's Inn.	
Thurs. June 22	{ The First Seal.—App. mtns. & apps.	Thurs. June 22	{ The First Seal.—Mtns. and caus.
Friday	23. Petns. in lunacy, app. ptns. and apps.	Friday	23. Petns. in caus.
Saturday ..24	{ Appeals.	Saturday ..24	{ Sht. causes & caus.
Monday	26. Appeals.	Monday	26. Causes.
Tuesday	27. Appeals.	Tuesday	27. Causes.
Wednesday 28	{ The Second Seal.—App. mtns. & apps.	Wednesday 28	{ The Second Seal.—Mtns. and caus.
Thursday ..29	{ Petns. in lunacy, app. ptns. and apps.	Thursday ..29	{ Petitions & caus.
Friday.....30	{ Apps. ptns. and apps.	Friday.....30	{ Sht. causes & caus.
Satur...July 1	{ Appeals.	Satur...July 1	{ Causes.
Monday	3. Appeals.	Monday	3. Causes.
Tuesday	4. Appeals.	Tuesday	4. Causes.
Wednesday 5	{ The Third Seal.—App. mtns. & apps.	Wednesday 5	{ The Third Seal.—Mtns. & caus.
Thursday ..6	{ Petns. in lunacy, app. ptns. and apps.	Thursday ..6	{ Petitions & caus.
Friday	7. Appeals.	Friday	7. Sht. causes & caus.
Saturday ..8	{ The Fourth Seal.—App. mtns. & apps.	Saturday ..8	{ Sht. causes & caus.
Monday	10. Appeals.	Monday	10. Causes.
Tuesday	11. Appeals.	Tuesday	11. Causes.
Wednesday 12	{ The Fourth Seal.—App. mtns. & apps.	Wednesday 12	{ The Fourth Seal.—Mtns. and caus.
Thursday ..13	{ Petns. in lunacy, app. ptns. and apps.	Thursday ..13	{ Petitions & caus.
Friday.....14	{ Apps. ptns. and apps.	Friday.....14	{ Sht. causes & caus.
Saturday ..15	{ Appeals.	Saturday ..15	{ Sht. causes & caus.
Monday	17. Appeals.	Monday	17. Causes.
Tuesday	18. Appeals.	Tuesday	18. Causes.
Wednesday 19	{ The Fifth Seal.—App. mtns. & apps.	Wednesday 19	{ The Fifth Seal.—Mtns. & caus.
Thursday ..20	{ Petns. in lunacy, app. ptns. and apps.	Thursday ..20	{ Petitions.
Friday.....21	{ Apps. ptns. and apps.	Friday.....21	{ Remaining petns. sht. caus.
Saturday ..22	{ Appeals.	Saturday ..22	{ Sht. caus.
Notice.—The days (if any) on which the Lords Justices shall be engaged in the Full Court, or at the Judicial Committee of the Privy Council, are excepted.		N.B.—At the sittings after Trinity Term, the Vice-Chancellor will hear further considerations in priority to original causes. Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.	
V. C. Sir R. T. KINDERSLEY.		V. C. Sir W. P. WOOD.	
Lincoln's Inn.		Lincoln's Inn.	
Thurs. June 22	{ The First Seal.—Mtns., adj. sums, & gen. pa.	Thurs. June 22	{ The First Seal.—Mtns. & gen. pa.
Friday	23. Mtns., adj. sums, & general paper.	Friday	23. General paper.
Saturday ..24	{ Sht. causes, adj. sums, & gen. pa.	Saturday ..24	{ Petns. sht. caus., adj. sums, and general paper.
Monday	26. General paper.	Monday	26. General paper.
Tuesday	27. General paper.	Tuesday	27. General paper.
Wednesday 28	{ The Second Seal.—Mtns., adj. sums, & gen. pa.	Wednesday 28	{ The Second Seal.—Mtns. & gen. pa.
Thursday ..29	{ Petns., adj. sums, & general paper.	Thursday ..29	{ General paper.
Friday.....30	{ Sht. causes, adj. sums, & gen. pa.	Friday.....30	{ General paper.
Satur...July 1	{ General paper.	Satur...July 1	{ General paper.
Monday	3. General paper.	Monday	3. General paper.
Tuesday	4. General paper.	Tuesday	4. General paper.
Wednesday 5	{ The Third Seal.—Mtns., adj. sums, & gen. pa.	Wednesday 5	{ The Third Seal.—Mtns. & gen. pa.
Thursday ..6	{ Petns., adj. sums, & general paper.	Thursday ..6	{ General paper.
Friday.....7	{ Sht. causes, adj. sums, & gen. pa.	Friday.....7	{ General paper.
Saturday ..8	{ General paper.	Saturday ..8	{ Petns. sht. caus., adj. sums, and general paper.
Monday	10. General paper.	Monday	10. General paper.
Tuesday	11. General paper.	Tuesday	11. General paper.
Wednesday 12	{ The Fourth Seal.—Mtns., adj. sums, & gen. pa.	Wednesday 12	{ The Fourth Seal.—Mtns. & gen. pa.
Thursday ..13	{ Petns., adj. sums, & general paper.	Thursday ..13	{ General paper.
Friday.....14	{ Sht. causes, adj. sums, & gen. pa.	Friday.....14	{ Petns. sht. caus., adj. sums, and general paper.
Saturday ..15	{ General paper.	Saturday ..15	{ General paper.
Monday	17. General paper.	Monday	17. General paper.
Tuesday	18. General paper.	Tuesday	18. General paper.
Wednesday 19	{ The Fifth Seal.—Mtns., adj. sums, & gen. pa.	Wednesday 19	{ The Fifth Seal.—Mtns. & gen. pa.
Thursday ..20	{ Petns., adj. sums, & general paper.	Thursday ..20	{ General paper.
Friday.....21	{ Sht. causes, adj. sums, & gen. pa.	Friday.....21	{ Petitions.

Saturday ..22 { Remaining petns.,
sht. caus., & adj.
suns.

N.B.—At these sittings the Vice-Chancellor will hear such further considerations as are in the printed list in priority to original causes, and after the fifth seal

motions, remaining petitions, and adjourned summonses only will be heard. Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

COMMON PLEAS.

This Court will, on Monday the 19th, Tuesday the 20th, Friday the 23rd, Saturday the 24th, Monday the 26th, and Tuesday the 27th days of June instant hold sittings, and will proceed in disposing of the business which may then be pending before the Court, commencing with the special paper; and will also hold a sitting on Monday, the 10th day of July next, to give judgment in the cases that will then be standing over for the consideration of the Court.

EXCHEQUER OF PLEAS.

Sittings at Nisi Prius, in Middlesex and London, before the Right Honourable Sir FREDERICK POLLOCK, Knt., Lord Chief Baron of Her Majesty's Court of Exchequer, after Trinity Term, 1865.

SPECIAL JURIES AND COMMON JURIES.

In Middlesex.

Saturday	June 17	Friday	June 23
Monday	" 19	Saturday	" 24
Tuesday	" 20	Monday	" 26
Wednesday	" 21	Tuesday	" 27
Thursday	" 22		

In London.

Wednesday	June 28	Thursday	July 6
Thursday	" 29	Friday	" 7
Friday	" 30	Saturday	" 8
Saturday	July 1	Monday	" 10
Monday	" 3	Tuesday	" 11
Tuesday	" 4	Wednesday	" 12
Wednesday	" 5	Thursday	" 13

The Court will sit at ten o'clock each day.

A second Court will sit for the trial of causes when necessary.

This Court will hold a sitting on Friday, the 23rd day of June instant, and will, at such sitting, proceed in giving judgment in cases then standing for judgment.

CIRCUITS OF THE JUDGES.

SUMMER CIRCUITS, 1865.

The following are the present appointments for holding the Summer Circuits:—

HOME.

CHAMPTON, J., and PIGOTT, B.
July 12—Hertford
17—Chelmsford
30—Lewes
24—Maidstone
31—Croydon

MIDLAND.

BLACKBURN, J., and MILLER, J.
July 8—Warwick
18—Derby
20—Nottingham
25—Lincoln, &c.
29—York
Aug. 4—Leeds

NORFOLK.

EALE, L.C.J., and POLLOCK, C.B.
July 13—Oakham
13—Leicester
17—Northampton
20—Aylesbury
24—Bedford
27—Huntingdon
29—Cambridge
Aug. 2—Norwich
7—Ipswich

NORTHERN.

BRANWELL, B., and SMITH, J.
July 17—Durham
15—Newcastle
20—Carlisle
24—Appleby
25—Lancaster
29—Manchester
Aug. 12—Liverpool

OXFORD.

CHANNELL, B., and BYLES, J.
July 10—Abingdon
12—Oxford
15—Worcester
20—Stafford
31—Salop
Aug. 3—Hereford
5—Monmouth
9—Gloucester

NORTH WALES.

LORD CHIEF JUSTICE OF ENGLAND.
July 17—Newtown
30—Dolgelly
24—Carmarthen
27—Beaumaris
31—Ruthin
Aug. 3—Mold
7—Chester

SOUTH WALES.

SHEE, J.
July 6—Haverfordwest
10—Cardigan
13—Carmarthen
17—Cardiff
28—Brecon
Aug. 3—Prestelgn
7—Chester

WESTERN.

WILLES, J., and KEATING, J.
July 12—Winchester
15—Salisbury
22—Dorchester
26—Exeter
Aug. 3—Bodmin
7—Wells
12—Bristol

(MARTIN, B., will remain in town.)

PUBLIC COMPANIES.

The East London Railway has been introduced by Messrs. Chadwick, Adamson, M'Kenna, & Co., the financial agents, for the purpose of completing the system of metropolitan lines, recommended by a parliamentary committee last year, and sanctioned by law in the present session. It starts from a junction with the southern lines at New-cross, and stretches to Liverpool-street in the city, where it unites with the lines communicating with the northern and eastern parts of the country. The Thames Tunnel, which has been purchased for one-third of its cost, being taken as the means of crossing the river. No district in the kingdom, or in the world, contains a larger population than that which will be served by this line, nor is there any upon which so large and continuous streams of merchandise, as well as passenger traffic, can be anticipated; it constitutes, therefore, one of the most promising undertakings in the railway world, and the estimate of 14 per cent. dividend upon the capital of £1,400,000 (which is divided into 14,000 certificates to bearer of £100 each), so far from being improbable is under the mark. The capital, indeed, is very small compared with the importance of the line, and it might appear to be inadequate, if it were not stated that the Thames Tunnel has been obtained at something like one-third of its cost; that by arrangements with the Great Eastern an expense of at least a quarter of a million has been saved at the terminal station in Liverpool-street, and that the entire works have been contracted for by Messrs. Brassey, Lucas, & Wythes, at prices within the parliamentary estimate.

The proposed capital is divided into 14,000 provisional scrip certificates of £100 each. On the ordinary certificates 5 per cent. per annum, will be allowed as interest during construction, the others must be paid up on or before the 23rd September, and on these the interest will be at the rate of 6 per cent. per annum. The position of the line secures it against competition, and the public will be gratified to hear that it can be completed within a comparatively short time.

THE MIDDLE TEMPLE PORTRAIT OF THE PRINCE OF WALES.—This portrait will form an important addition to the fine collection of State pictures belonging to the Society of the Middle Temple, embracing the Sovereigns from Charles I. to George I., inclusive. The most striking of these is the noble equestrian portrait of Charles I., by Van Dyke (one of the three known to be by his hand), which has hung in the Middle Temple hall since 1684, when it was acquired by the society. Charles II.'s portrait is reputed to be the work of Sir Godfrey Kneller. It represents the king in coronation robes, wearing the garter. It is a grandly studied work, though the flesh tints have deepened. The draperies are unrivalled, so finely are they cast and so brilliantly coloured. The portrait of Queen Anne was painted from life for the society. It appears from their records that on the 27th of November, 1703, the benchers directed the treasurer "to put up her Majesty's picture at the west end of the hall over the bench table, and to have it drawn by Mr. Dahl, unless the treasurer thinks fit to make use of another hand." Dahl was a native of Sweden, and a rival of Kneller. But the treasurer of the day selected a Scottish artist, Thomas Murray, for the work. The portrait of King William III. is also by Murray, who, according to Bryan's "Dictionary of Painters" (vol. 2, page 111), was "one of the most eminent artists of his time, and was employed to paint the portraits of the Royal family and many of the principal nobility. His pictures had the merit of a faithful resemblance, and were freshly and chastely coloured." It is intended to place the portrait of the Prince of Wales in the new library, in commemoration of its having been opened by his Royal Highness.

ESTATE EXCHANGE REPORT.

AT THE GUILDHALL HOTEL.

June 8.—By Mr. MAREK.

Freehold estate, situate at Southwark, and comprising the Phoenix Livery Stables and 9 houses—Sold for £13,500.

Freehold house, situate in Bury-street, St. Mary-Axe, Lendenhall-street—Sold for £1,320.

Freehold farm, known as Terry Lands Farm, comprising about 23 acres of arable and meadow land, with farmhouse, buildings, &c., situate at Stone, Kent—Sold for £1,190.

Absolute reversion to £2,188 18s. 10d., invested upon Government and real securities, receivable on the death of a gentleman aged 71 years—Sold for £1,230.

Policy of assurance for £3,080, effected with the Solicitors' and General Life Assurance Society, on the life of a lady aged 54 years, together with bonuses added thereto amounting to £143 18s. 4d.—Sold for £450.

Absolute reversion to a legacy of £2,000 sterling, receivable within two calendar months after the death of a lady aged 73 years—Sold for £1,285.

Absolute reversion to one-third of £3,000 New 3 per Cent. Annuities and £3,500 Consols, receivable on the death of a lady aged 66 years—Sold for £895.

Reversionary interest, on decease of a lady aged 70 years, contingent on a gentleman, aged 37, surviving his wife, aged 37, to a one-seventh part of £4,000; a leasehold mansion, 35, Great Cumberland-place; a residence, 21, Store-street; Policies of assurance amounting to £5,200; and £3,800 on loan and in hands of trustees; and to the whole of 2 leasehold residences, 5 and 6, Cleveland-street, St. James's, and policies of assurance amounting to £1,950—Sold for £200.

Absolute reversion to one-third of £2,746 12s. 6d. India Stock, and £3,158 East India, Russian, and Dutch Stocks, receivable on the decease of a lady aged 63 years—Sold for £840.

Freehold, 3 houses with shops, situate at Denmark-hill, Camberwell—Sold for £1,470.

Leasehold house and shop, being No. 109, St. John's-street-road, Clerkenwell; let at £50 per annum; term, 90 years from 1821; ground-rent, £8 8s. per annum—Sold for £610.

Leasehold, 2 houses with shops, being Nos. 110 and 111, St. John's-street-road aforesaid, producing £112 10s. per annum; term, similar to above; ground-rent, £12 per annum—Sold for £1,180.

Leasehold, 2 residences, being Nos. 3 and 4, Camden-place, Lewisham, producing £145 per annum; term, 61 years from 1821; ground-rent, £7 10s. each per annum—Sold for £1,180.

Leasehold, 8 houses, Nos. 1 to 8, Burgess street, Limehouse, producing £166 16s. per annum; term, 99 years from 1862; ground-rent, £25 12s. per annum—Sold for £1,015.

June 13.—By Messrs. READEL.

Freehold estate, known as Trame Farm, situate in the parishes of Tolleshunt, D'Arcy, and Beckingham, Essex, comprising a farm residence, homestead, premises, and 257a 2r 27p of arable, pasture, and wood land—Sold for £7,500.

Freehold estate, known as Shonks Farm, situate in the parish of Vange, comprising a residence, homestead, cottage, buildings, &c., and 58a 1r 19p of arable and pasture land—Sold for £3,030.

June 14.—By Messrs. COSS.

Freehold house and premises, being No. 56, Lincoln's-inn-fields—Sold for £5,900.

Leasehold, 2 residences, being Nos. 13 and 14, Clifton-villas, Bath-road, Peckham; let at £27 each per annum; term, 82 years unexpired; ground-rent, £10 10s. per annum—Sold for £500.

AT GARRAWAY'S.

June 9.—By Messrs. RUSHWORTH, JARVIS, & ABBOTT.

Freehold property called the Talbot Inn, High-street, Southwark, with yard and buildings, &c.—Sold for £13,500.

Copyhold house, situate at Harrow-on-the-Hill; let at £60 per annum—Sold for £1,850.

By Messrs. FARRBROTHERS, LEE, & WHEELER.

Freehold residence, known as Haddington House, with coach-house, stabling, and grounds, situate on the high road to Romford, and let at £90 per annum—Sold for £1,500.

Freehold ground-rent of £14 per annum, arising from Nos. 1 and 2, Haddington-villas aforesaid—Sold for £305.

Freehold plot of building land, fronting the high road, Stratford—Sold for £350.

Freehold, 3 plots of building land, situate as above—Sold for £590.

June 13.—By Mr. NEWBOM.

Leasehold, 9 houses, being Nos. 14 to 22, Sutherland-street, Walworth, producing £310 per annum; term, 70 years from 1841; ground-rent, £3 7s. per house—Sold from £250 to £295 a house.

Leasehold improved rents, amounting to £21 per annum for 99 years from 1843, secured on houses in Hemingford-road, Islington—Sold for £345.

Leasehold improved rents, amounting to £28 per annum for 99 years from 1843, secured on houses situate as above—Sold for £455.

Leasehold improved rents, amounting to £80 per annum for 97 years from 1846, secured on houses situate as above—Sold for £1,165.

Leasehold improved rents, amounting to £28 per annum for 93 years from 1847, secured on houses in Thornhill-square and Richmond-street, Islington—Sold for £425.

By Messrs. TERN BROTHERS.

Freehold ale and stout house, being No. 10, High-street, Poplar, producing £28 10s. per annum—Sold for £2,90.

Leasehold residence, being No. 16, Belgrave-road, St. John's-wood, estimated to produce £70 per annum; term, 87 years from 1863; ground-rent, £10 10s. per annum—Sold for £665.

Leasehold, 6 houses, being Nos. 14 to 19, St. James's-road, Camberwell New-road, producing £162 per annum; term, 99 years from 1863; ground-rent, £40 per annum—Sold for £970.

June 15.—By Messrs. NASH.

Freehold Pettebridge Wood Farm, containing 56a 2r 21p of arable, meadow, pasture, and wood land, with farmhouse, buildings, &c., situate at Horley, Surrey—Sold for £3,720.

Freehold, Sharp's Farm, containing 22a 1r 19p of arable, pasture, and wood land, situate as above—Sold for £1,600.

Freehold, Profit's Farm, containing 22a 1r 19p of arable and wood land, and buildings, &c., situate as above—Sold for £1,010.

Freehold, Dairy House Farm, containing 56a 2r 11p of arable, pasture, and brook meadow land, with farmhouse and buildings, &c., situate as above—Sold for £1,890.

AT THE LONDON TAVERN.

June 9.—By Messrs. DUNSTON, TAYLOR, & FARMER.

Freehold residence, known as Hill's Bank, situate at Gravelly, Haris, with stabling, and grounds of one acre and a-half—Sold for £440.

Leasehold business premises, being No. 68, Westbourne-grove, Bays-

water; term, 15 years unexpired, at a rental of £180 per annum; estimated annual value, £300—Sold for £500.

Leasehold residence, being No. 40, Westbourne-park-villas, Bayswater; let at £55 per annum; term, 500 years from 1843; ground-rent, £9 9s. per annum—Sold for £720.

Leasehold residence, being No. 58, Westbourne-park-villas aforesaid, let at £55 per annum; term, 91 years from 1845; ground-rent, £9 9s. per annum—Sold for £600.

Leasehold house, being No. 27, Waverley-road, Harrow-road; let at £35 per annum; term, 99 years from 1848; ground-rent, £5 per annum—Sold for £280.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BAGGALLAY—On June 8, at Clapham, the wife of Richard Bag-

gallay, Esq., Q.C., of a daughter.

DWYER—On June 10, at Burnley, Lancashire, the wife of E. Dwyer, Esq., Barrister-at-Law, of a son.

FORD—On June 4, at Haverstock-hill, the wife of W. Ford, Esq., Solicitor, Lincoln's-inn-fields, of a daughter.

O'BRYNE—On June 12, at Hayes, Middlesex, the wife of Robert O'Bryne, Esq., Barrister-at-Law, of a son.

PILKINGTON—On June 4, at Dublin, the wife of Henry M. Pilkington, Esq., Q.C., of a son.

ROPER—On June 6, at Dublin, the wife of William Roper, Esq., J.P., Barrister-at-Law, of a son.

WALKER—On June 11, at Hampton-wick, the wife of J. Walker, Esq., Solicitor, Clifford's-inn, of a son.

MARRIAGES.

BEDFORD—MALINS—On June 8, at St. Peter's, Brackley, H. Bedford, Esq., Solicitor, Amersham, Buckinghamshire, to Mary, daughter of W. K. Malins, Esq., Brackley.

CLARK—KITSON—On June 9, at Leeds, E. C. Clark, Esq., M.A., Lincoln's-inn, Barrister-at-Law, and Fellow of Trinity College, Cambridge, to Mary, daughter of James Kitson, Esq., Roundhay, near Leeds.

LAWES—FRASER—On June 7, at Rushmore, H. F. Lawes, Esq., Solicitor, Bristol, to Emma, daughter of W. Fraser, Esq., Rushmore Lodge, near Ipswich.

DEATHS.

BAC—On June 6, Theodore Bac, Esq., Advocate, Paris, aged 56.

BODENHAM—On June 9, at Staplehurst, Kent, Annie, wife of Frederick Bodenham, Esq., Solicitor, Moorfields, Hereford.

ELMHILL—On June 7, at Aberdeen, Margaret A., Widow of Andrew Jopp Elmhill, Esq., Advocate, Aberdeen, aged 86.

LAURANCE—On June 4, at Ipswich, James, son of E. Laurance, Esq., Solicitor.

NEVILL—On May 27, R. Nevill, Esq., Solicitor, Tamworth, aged 89.

ROTTON—On June 9, William Rotton, Esq., Barrister-at-Law, aged 39.

TREVELYAN—On May 12, at Netherwitton, R. Trevelyan, Esq., Barrister-at-Law, Lincoln's-inn, aged 84.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

ALLEN, LYDIA AUGUSTA, Wells, Somerset. One Dividend on £1,972 1s. New £3 per Cent. Annuities—Claimed by said L. A. Allen.

HOOD, WILLIAM CHARLES, Clapham-rise, Surrey, Surgeon. One Dividend on £2,118 13s. 3d. Consolidated £3 per Cent. Annuities—Claimed by said W. C. Hood.

HURLEY, JOHN, Bandon, county Cork, Esq. Three Dividends on the sum of £759 8s. 3d. Consolidated £3 per Cent. Annuities—Claimed by John Hasset, acting executor of the said J. Hurley.

MONSELL, REV. SAMUEL BEWLEY, Vicar of Egham, HENRY MILL, Builder, and GEORGE PROVOST HAYWARD, Surgeon, both of Egham, Surrey. £100 £3 per Cent. Consolidated Annuities—Claimed by said S. B. Monsell, H. Mills, and G. P. Hayward.

SARTORIUS, EDWARD, Chapel-street, Grosvenor-square, FREDERICK RAIKES, Brook-street, Grosvenor-square, Esq., Rev. HENRY PRATT, Peterborough, and Rev. HENRY HOLLAND, Seddington, Gloucester. One Dividend on £3,391 3s. 10d. £3 3s. per Cent. Annuities—Claimed by the said E. Sartorius, F. Raikes, and H. Pratt.

ULLATHORNE, JOHN, Reading, Berks, Esq. £1,079 12s. 5d. Reduced £3 per Cent. Annuities—Claimed by said J. Ullathorne.

WATTS, WILLIAM GEORGE, Bermondsey-street, Solicitor, deceased. £145 0s. 9d. Consolidated £3 per Cent. Annuities—Claimed by E. Slee, and W. Soper, executors of the said W. G. Watts.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, June 9, 1865.

LIMITED IN CHANCERY.

Audley Hall Co-operative Cotton Spinning and Manufacturing Company (Limited).—The Master of the Rolls has, by an order dated April 11, appointed Robt Dickinson Broadbent, Blackburn, to be Official Liquidator.

Audley Hall Co-operative Cotton Spinning and Manufacturing Company (Limited).—Creditors are required, on or before July 10, to send their names and addresses, and the particulars of their debts and claims, to Robt Dickinson, Broadbent, Blackburn. July 31 at 12, is appointed for hearing and adjudicating upon the debts and claims.

TUESDAY, JUNE 13, 1865.

LIMITED IN CHANCERY.

Aberaman Iron Works (Limited).—Order to wind up made by Vice-Chancellor Kindersley, June 10. Sole & Co, Aldermanbury, solicitors for the petitioners.

British Zinc White Company (Limited).—Order to wind up made by

Vice-Chancellor Wood, June 3. Pritchard & Englefield, Doctors'-commons, agents for Leigh, Manchester, solicitor for the petitioners.
Constantinople and Alexandria Hotels Company (Limited).—Order to wind up made by the Master of the Rolls, June 3. Routh & Co, Southampton-st, Bloomsbury, solicitors for the petitioners.
Timesian Anthracite Coal and Iron Company (Limited).—Petition for winding-up, presented June 12, directed to be heard before Vice-Chancellor Wood on June 21. Pritchard & Englefield, Doctors'-commons, agents for Leigh, Manchester, solicitor for the petitioners.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, June 9, 1865.

Gilchrist, Jas, Kensington, Middx, Esq. July 12. Potter & Riddell, M.R.
Harris, John, Monkton, Wick, Glamorgan, Farmer. July 5. John & Lloyd, V.C. Stuart.
Hart, Wm, Cloth Fair, Smithfield, Licensed Victualler. June 24.
Hislop & Hart, V.C. Kindersley.
Jensens, Saml, Luton, Bedford, Gent. July 7. The Protector Endowment Loan and Annuity Company & Lee, M.R.
Torry, Wm, North Shields, Commercial Traveller. July 15. Torry & Torry, V.C. Stuart.

TUESDAY, June 13, 1865.

Barrs, Chas, Mountsorrel, Leicester, Gent. July 3. Walker & Fewkes, M.R.
Charlton, Hy, Manch, Calenderer. June 24. Guest & Milnes, V.C. Wood.
Duplex, Hy, Stamford-villas, Fulham-rd, Solicitor. July 5. Draycott & Duplex, V.C. Kindersley.
Grosvenor, Thos Fenton, Leek, Gent. July 17. Best & Stone-hewer, M.R.
Haigh, Thos, Newlay, Leeds, Dyer. July 15. Smith & Tattersall, V.C. Stuart.
Maddocks, Joseph, Battersea, Surrey, Grocer. July 13. Read & Arrow-smith, M.R.
Thomas, Thos, Kidwelly, Carmarthen. July 5. Thomas & Thomas, V.C. Wood.
Watts, Thos, Chipping Sodbury, Gloucester, Malster. July 1.
Cooke & Hathway, V.C. Kindersley.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, June 9, 1865.

Barth, John Townsend, Chester, Veterinary Surgeon. June 30. Finchett & Co, Chester.
Bryant, Fras, Maids-vale West, Esq. Sept 1. Julius, Buckingham-st, Adelphi.
Holliver, Josiah, Cliffe, Lewes, Sussex, Licensed Victualler. July 18.
Hillman, Cliffe, Lewes.
Hunt, Robt, Newberry, Berks, Cook. July 9. Sole & Co, Alderman-bury.
Milling, Thos, Lpool, Comm Agent. June 30. Walker & Smith, Chester.
Oliver, Wm Everitt, Louth, Lincoln, Draper. Sept 1. Bell, Town-hall, Louth.
Orme, Thos, Peckleton, Leicester, Innkeeper. July 1. Chamberlain, Leicester.
Pilkington, Frances, Chester-ter, Chester-sq, Middx, Widow. Sept 8.
Walkers & Co, Lincoln's-inn.
Tomkin, Sarah, Westbourne-st, Eaton-sq, Middx. Aug 1. Johnson.
Whaley, Wm, Childer Thornton, nr Sutton, Chester, Gent. June 30.
Walker & Smith, Chester.

TUESDAY, June 13, 1865.

Clarke, John, Weymouth-st, Portland-pl, Painter. June 24. Thomson, Lincoln's-inn fields.
Dymoke, Sir Hy, Scrivelsby, Lincoln, Bart. July 15. Gregory & Rowcliffe.
Foley, Maria, Edgbaston, Warwick, Spinster. Aug 15. Ingleby & Co, Birm.
Gooch, Stephen, Honingham, Norfolk, Gent. Aug 1. Keith & Co.
Jervis, Lady Martha Honora Georgina, Bathaston, Somerset, Widow. July 14. Slack & Simmons, Bath.
Jones, Price, Rhyl, Flint, Surgeon. Sept 9. Peers, Ruthin.
Pitt, Rev Geo, Crickett Malherbie, Somerset, Clerk. July 15. Gregory & Co, Bedford-row.
Powney, Richd, Holland-villas-rd, Kensington, Lieut.-General. Sept 29. Aitken, Lincoln's-inn-fields.
Radcliffe, Augustus, Cliftonville, Brighton, Sussex, Gent. July 15. Hull & Co, Lpool.
Solway, Ellis, Essex-rd, Islington. Aug 1. Clutton & Ada, Serjeant's-inn, Fleet-st.
Strickland, Dame Mary, Walcot, Lincoln. Aug 6. Shepherd & Co, Beverley.
Thomas, Wm, Southport, Lancaster, Grocer. Aug 10. Cheshire, Northwich.
Weatherhead, Sarah, Stoke Newington, Spinster. July 13. Meyrick & Co, Storey's-gate, Westminster.
White, Mary, Brighton, Sussex, Spinster. Aug 6. Taylor, Field-st, Gray's-inn.

Assignments for Benefit of Creditors.

FRIDAY, June 9, 1865.

Broster, Jesse, Leek, Stafford, Boorhouse-keeper. May 31. Redfern, Leek.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, June 9, 1865.

Abrahams, Siegfried, Mark-lane, Merchant. May 15. Asst. Reg June 8.
Allen, Isaac, Breston, Derby, Miller. June 3. Conv. Reg June 8.
Anderson, Thos, Birm, Drn, &c. May 22. Conv. Reg June 8.
Baldwin, Matthew, Sunderland, Painter. May 10. Comp. Reg June 7.

Barber, Chas Robt, Bridgend, Glamorgan, Bookseller. May 10. Comp. Reg June 8.
Barnes, Geo Powell, Manch, Drysalter. May 24. Comp. Reg June 7.
Beale, John Saml, Porteus-rd, Paddington, Surgeon. June 3. Conv. Reg June 9.
Beard, John Joseph, Canteen, Port Nelson, Hants, Grocer. May 15. Conv. Reg June 8.
Beech, Josiah, Oldham, Lancaster, Glass and Earthenware Dealer. May 18. Comp. Reg June 7.
Born, David, Tower Royal, Cannon-st, Foreign Glass Merchant. May 10. Conv. Reg June 7.
Bourne, John, Barton, Bedford, Grocer. June 6. Comp. Reg June 9.
Bridge, Wm, Little Bolton, Lancaster, Shoemaker. May 15. Conv. Reg June 9.
Bruford, Fras, Bristol, General Merchant. May 6. Comp. Reg June 7.
Burrows, Robt, & Robt Goodlad Burrows, Bolton, Lancaster, Joiners. May 12. Comp. Reg June 9.
Carter, John, High-st, Camden-town, Baker. May 29. Conv. Reg June 7.
Cave, Wm Tull, Coborn-rd, Bow, Merchant's Clerk. May 29. Comp. Reg June 8.
Charlton, Peter, Bolton, Lancaster, Tailor. May 18. Conv. Reg June 8.
Chilcott, Ann, Bath, Spinster. May 17. Comp. Reg June 9.
Clarke, Thos, Tichfield-st, Cheesemonger. May 30. Comp. Reg June 6.
Coleman, Thos, Idol-lane, Tower-st, Wine Merchant. May 31. Comp. Reg June 9.
Dawdney, Fredk Chas, Weymouth and Melcombe Regis, Dorset, Builder. May 19. Comp. Reg June 8.
Dilkes, Jas, Leicester, Boot and Shoe Manufacturer. May 12. Comp. Reg June 7.
Doughty, Edwin, Lenton, Nottingham, Lace Manufacturer. May 24. Asst. Reg June 7.
Duffy, Robt, Walton, Lancaster, Station-master. June 3. Conv. Reg June 8.
Elmiger, Alois, & Chas Geo Minshull, Lpool, Wine Merchants. April 30. Conv. Reg June 9.
Estlin, Edgar Perkins, Lpool, Licensed Victualler. May 29. Comp. Reg June 8.
Eyers, Hy, Southsea, Southampton, Painter. June 1. Conv. Reg June 7.
Field, Hy, Gloucester-ter, Kensington. May 31. Comp. Reg June 9.
Fox, Geo, Blofield, Norfolk, Plumber. June 6. Conv. Reg June 7.
Gautier, Fleury Claudius, Halifax, Tobacconist. May 17. Asst. Reg June 9.
Grant, Alfred, Portsea, Hants, Engineer. May 29. Conv. Reg June 8.
Greenhow, Thos Emerson, Fenchurch-st, Merchant. May 8. Comp. Reg June 5.
Greenwood, Jas, Phœasantford, nr Burnley, Lancaster, Cotton Manu-facturer. May 11. Inspectorship. Reg June 8.
Harding, Chas Stevens, Salisbury, Cabinet Maker. June 3. Comp. Reg June 8.
Hawkins, John, Bristol, Commercial Traveller. May 9. Comp. Reg June 7.
Hawkrige, Hy, Bovey Tracey, Devon, Tailor. May 15. Comp. Reg June 7.
Heard, Jas Hy, Redland, Bristol, Builder. June 1. Asst. Reg June 7.
Hill, Geo Nourse, Offord-rd, Barnsbury, Dealer in Jewellery. June 7. Conv. Reg June 8.
Hodges, Alfred Lewton, Ramsgate, Kent, Merchant. May 13. Asst. Reg June 9.
Ibeon, Jas, Huddersfield, Coal Merchant. May 18. Comp. Reg June 7.
Izard, Geo, Penzance, Cornwall, Cabinet Maker. May 27. Comp. Reg June 8.
Jennings, Thos, Lambeth, Surrey, Builder. May 27. Comp. Reg June 9.
Johnston, Wm, Cheetham, Manch, Grocer. June 3. Comp. Reg June 8.
Keates, Wm, Cirencester, Gloucester, Tailor. May 27. Comp. Reg June 9.
Lansley, Edwin, Ludgershall, Wilts, Painter. May 23. Comp. Reg June 8.
Machin, Stephen, Bristol, Rag and Metal Merchant. May 19. Conv. Reg June 8.
McKenzie, Jas, Manch, Plumber. June 1. Asst. Reg June 8.
McIver, John, Wrexham, Denbigh, Draper. May 12. Conv. Reg June 7.
Maisey, Saml, George-st, Marylebone, Undertaker. June 7. Comp. Reg June 9.
Mann, Chas Geo, Garway-rd, Bayswater, Upholsterer. May 15. Asst. Reg June 9.
Niblett, John, Manch, Grocer. May 19. Conv. Reg June 8.
Page, Wm, Louth, Lincoln, Grocer. May 17. Conv. Reg June 7.
Perkins, Reuben, New Windsor, Berks, Stationer. May 27. Conv. Reg June 7.
Richardson, John, & Priestman Moses, Leeds, Builders. May 10. Asst. Reg June 7.
Smith, Jas, & Wm Douglas, Lime-st, Merchants. May 15. Inspec-torship. Reg June 7.
Square, Joseph Elliott, Finsbury-chambers, Solicitor. June 6. Conv. Reg June 9.
Sullivan, Ann, Lpool, Milliner. May 15. Comp. Reg June 8.
Symonds, Joseph Hargrave, Edmonton, Attorney-at-Law. June 3. Comp. Reg June 6.
Tresidder, Hy Jas, Ave Maria-lane, Bookseller. May 18. Asst. Reg June 8.
Waddington, Thos, John's-row, Old Ford-rd, Bow, Baker. May 13. Comp. Reg June 7.
West, Richd, Nottingham, Cigar Dealer. June 7. Conv. Reg June 8.
White, Thos, Upper Grafton-st, Fitzroy-sq, Coal Merchant. May 11. Asst. Reg June 8.
Williamson, Levi, Manch, Grocer. May 17. Asst. Reg June 8.

TUESDAY, June 13, 1865.

Bailey, Edwin, and Robt Hayter Chubb, Bristol, Boot Manufacturers. May 16. Asst. Reg June 12.
Bolton, John, Halifax, York, Small Ware Manufacturer. May 16. Conv. Reg June 12.

Caddick, Isaac, Coseby, Stafford, Nail Manufacturer. May 23. Asst. Reg June 12.
 Coker, Thos, Westhoughton, Lancaster, Manager in a Silk Mill. June 2. Asst. Reg June 12.
 Curtis, Thos, Jonathan Haigh, and Frederick Haigh, Leeds, Cloth Finishers. May 15. Conv. Reg June 13.
 Dibb, Jas, Kingston-upon-Hull, Raff Merchant. May 23. Asst. Reg June 12.
 Dockrill, Joseph, Fortress-town, Sub-editor of a Weekly Journal. June 2. Comp. Reg June 12.
 Duffett, Geo, Landport, Hants, Grocer. May 19. Conv. Reg May 12.
 Elkington, Coventry, Grocer. May 16. Asst. Reg June 10.
 Frankie, Joseph, Newcastle-upon-Tyne, Jeweller. June 6. Comp. Reg June 12.
 Frith, Rev Edwd Blackstone Cockayne, Tormohan, Devon, Clerk. May 13. Asst. Reg June 10.
 Goose, Wm, Birn, Cut Nail Maker. May 17. Comp. Reg June 12.
 Hodgson, Abm Wignall, Bradford, York, Wool and Waste Dealer. May 23. Comp. Reg June 10.
 Hounsme, Jas, Hambledon, Southampton, Grocer. June 2. Conv. Reg June 12.
 Jackson, Jas, Liversedge, York, Card Maker. May 25. Comp. Reg June 12.
 Laws, John Dixon, Morpeth, Northumberland, Brewer. May 15. Conv. Reg June 12.
 Lovegrove, Thos, Wallingford, Berks, Grocer. May 22. Asst. Reg June 10.
 Lunib, Ely, Millbridge, Liversedge, York, Innkeeper. May 16. Comp. Reg June 10.
 Mason, Wm, Vange, Essex, Licensed Victualler. May 17. Asst. Reg June 12.
 Mayor, Robt, Preston, Lancaster, Druggist. May 18. Asst. Reg June 12.
 Opperman, Chas, Westbourne-rd, Islington, Watchmaker. May 26. Comp. Reg June 10.
 Palmer, Benj Arthur, Leicester, Hatter. May 19. Comp. Reg June 9.
 Pearson, Wm, Leeds, Machine Manufacturer. May 30. Comp. Reg June 13.
 Perrin, Hannah & Saml Perrin, Bredbury, Chester, Grocers. June 12. Comp. Reg June 13.
 Pharoah, Richd, Landport, Portsmouth, Butcher. June 3. Comp. Reg June 12.
 Rainford, Thos, Southport, Lancaster, Provision Dealer. May 15. Comp. Reg June 12.
 Robertson, Geo, Oldham, Lancaster, Ironmonger. May 18. Asst. Reg June 13.
 Robinson, Arthur Edwd, New Kent-rd, Builder. June 6. Comp. Reg June 5.
 Roles, John, Bridport, Dorset, Saddler. May 15. Asst. Reg June 10.
 Sanders, Richd Wm, Gt Titchfield-st, Marylebone, Corn Dealer. May 15. Asst. Reg June 10.
 Theodoridi, John, Poultry, Merchant. May 13. Asst. Reg June 10.
 Turner, John, Lower Boddington, Northampton, Carpenter. May 17. Comp. Reg June 12.

Bankrupts.

FRIDAY, June 9, 1865.

To Surrender in London.

Abbott, Robt, Change-alley, Wine Merchant. Pet June 6. June 21 at 2. Harrison & Lewis, Old Jewry.
 Alexander, Hy, New Cross-rd, Seedsman. Pet June 6. June 19 at 2. Atkinson, High Holborn.
 Bond, Robt Baxter, Gray's-inn-rd, out of business. Pet June 3. June 21 at 1. Terry, Cheapside.
 Cherry, Joseph, Gillingham-st, Pimlico, Cook. Pet June 7. June 21 at 2. Hestehson, Warwick-st, Pimlico.
 Clement, Fred, Prisoner for Debt, London. Pet June 5 (for pau). June 21 at 2. Dobie, Basinghall-st.
 Fisher, Chas, Henley-on-Thames, Oxford, Builder. Pet June 6. June 19 at 1. Pook, Gresham st.
 Haines, Jas, & Jas Francis Haines, Jubilee-st, Mile End, Cork Cutters. Pet June 6. June 21 at 1. Reed, Guildhall-chambers.
 Hancock, Rich, Plumstead Common, Kent, Timber Dealer. Pet June 5. June 21 at 2. Buchanan, Basinghall-st.
 Kelson, Hy, Southampton, Tailor. Pet June 5. June 21 at 1. Mackey, Southampton.
 King, Hy, Prisoner for Debt, London. Pet June 6 (for pau). June 21 at 2. Bramwell, Basinghall-st.
 Mackenmal, Geo, Simpson, New-rd, Hammersmith, out of business. Pet June 6. June 21 at 1. Hill, Basinghall-st.
 Maker, Joseph Jas, & Jas Chas Maker, Cottage-row, Bermondsey, Iron Founders. Pet June 5. June 19 at 1. Roberts & Vaughan, Bucklersbury.
 Page, Wm, Lonsdale-place, Notting Hill West, Carpenter. Pet June 7. June 21 at 3. Atkinson, High Holborn.
 Scott, John, Winslow, Buckingham, Meatman. Pet June 7. June 21 at 2. Tomlin, Lincoln's-inn-fields.
 Singer, Juline, Queen-st, Cheapside, Tailor. Pet June 6. June 19 at 1. Lewis & Lewis, Ely-place.
 Smith, Anthony John, Hereford-rd, Baywater, Tailor. Pet June 7. June 21 at 11. Treherne & Wolferstan, Aldermanbury.
 Snow, John, Winchester, Pork Butcher. Pet June 6. June 21 at 3. Goodwin, King's Bench-walk, Temple.
 Springer, Wm Hy, Kensington-place, Notting Hill, Journeyman Carpenter. Pet June 6. June 19 at 1. George, Jernyn-st.
 Warner, Chas, Vauxhall-walk, Lambeth, Ginger Beer Manufacturer. Pet June 6. June 21 at 3. Ody, Southwark.

To Surrender in the Country.

Baker, Thos, Alphington, Devon, Labourer. Pet May 30 (for pau). Exeter, June 21 at 11. Floyd, Exeter.
 Burgess, Joseph Thos, Swindon, Wilts, Journalist. Pet June 7. Bristol, June 21 at 11. Henderson, Bristol.
 Canswell, Thos Wm, Portsmouth, Licensed Victualler. Pet May 3. Portsmouth, June 21 at 11. White, Portsmouth.
 Cann, Walter Rochester, Prisoner for Debt, Monmouth. Pet June 7. Bristol, June 21 at 11. Henderson, Bristol.

Cashen, Hy, Lpool, out of business. Pet June 7. Lpool, June 20 at 2. Browne, Lpool.
 Cawthorne, Nicholas, & Joseph Cawthorne, Holly-moor, York, Brick and Tile Manufacturers. Pet June 6. Barnard Castle, June 20 at 12. Nixon.
 Chinery, Chas, Nottingham, Licensed Victualler. Pet June 6. Nottingham, June 20 at 11. Heath, Nottingham.
 Crute, Jas, Plymouth, Market Gardener. Pet June 7. East Stonehouse, June 26 at 10.30. Robins, Plymouth.
 Eaton, Geo, Guestling Thorn, Guestling, Sussex, Blacksmith. Pet June 6. Hastings, June 23 at 11. Shorter, Hastings.
 Eaves, Arthur Fredk, Birm, Clock Maker. Pet June 7. Birm, June 21 at 12. East Birm.
 Eddy, Jas, Penrith, Cumberland, Nail Manufacturer. Pet June 5. Penrith, June 19 at 11. James, Penrith.
 Evans, Wm, Aberystwith, Cardigan, Miller. Pet May 30. Aberystwith, June 30 at 9. Atwood, Aberystwith.
 Evans, Wm Geo, Everton, Lpool, Picture Frame Maker. Pet June 7. Lpool, June 21 at 3. Husband, Lpool.
 Ford, Geo, Buckland, Portsea, Hants, Surveyor. Pet June 6. Portsmouth, June 22 at 11. White, Portsea.
 Ford, Thos, Bolton, Lancaster, Waste Dealer. Pet June 5. Bolton, June 21 at 10. Edge, Bolton.
 Freeman, Hy Thos, Cleo St Margaret, Salop, Miller. Pet May 31. Ludlow, June 21 at 11. Weyman, Ludlow.
 Gibson, Wm, Long Bennington, Lincoln, Boot Maker. Pet June 7. Green, Edwin, Northampton, Butcher. Pet June 7. Northampton, June 24 at 10. White, Northampton.
 Green, Wm, Grafton, Gloucester, Carpenter. Pet June 3. Winchcomb, June 17 at 10. Cheshyre, Cheltenham.
 Hails, Diana, Prisoner for Debt, Newcastle. Pet May 31. Newcastle, June 24 at 10. Joel.
 Hanson, John, Bromsgrove, Shoemaker. Pet June 6. Bromsgrove, June 23 at 11. Mole, Bromsgrove.
 Hayward, Hy, Bath, Tinsmith. Pet June 6. Bath June 26 at 11. Wilton, Bath.
 Heinemann, Herman, Prisoner for Debt, Lancaster. Pet June 6. Lpool, June 26 at 11. Wilson, Lpool.
 High, James Joseph Brigham, Ellingham, Norfolk, Wheelwright. Pet June 5. Beccles, June 22 at 10. Kent, Beccles.
 Iliffe, Ann, Ashton-under-Lyne, out of business. Pet June 6. Ashton-under-Lyne, June 22 at 12. Toy, Ashton-under-Lyne.
 Jackson, Wm, Sunderland, Comm Agent. Adj May 17 (for pau). Sunderland, June 21 at 3. Steel, Sunderland.
 Jones, Wm, jun, Ribblesford, Worcester, out of business. Pet June 5. Kidderminster, June 24 at 10. Corbett, Kidderminster.
 Kennington, Sayers, Lichbury, Derby, Hair Dresser. Pet June 2. Derby, June 23 at 12. Prince, Barton-upon-Trent.
 Luscombe, Robt, Plymouth, Butcher. Pet June 7. East Stonehouse, June 26 at 10.30. Edmonds, Plymouth.
 Messer, John, Lpool, Draper. Pet June 5. Lpool, June 22 at 11. Henry, Lpool.
 Newbold, Jas, Birm, Journeyman Coach Body Maker. Pet June 6. Birm, June 19 at 10. Parry, Birm.
 Parry, Hy, Holyhead, Anglesea, Joiner. Pet June 6. Lpool, June 22 at 12. Goldrick, Lpool.
 Simpson, John, Oldham, Lancaster, Butcher. Pet June 5. Oldham, June 22 at 12. Taylor, Oldham.
 Wedgwood, Thos, Stafford, Earthenware Manufacturer. Pet June 7. Birm, June 21 at 12. Smith, Birm.
 Waite, Geo, Folkestone, Kent, Boot Maker. Pet June 6. Folkestone, June 21 at 2. Minter, Folkestone.
 Williams, Edwin Hy, Silcoe, Bedford, Artist. Pet June 3. Amptill, June 23 at 2. Marshall, Hatton-garden.
 Williams, David, Aberystwith, Cardigan, Cabinet Maker. Pet May 30. Aberystwith, June 30 at 9. Jenkins.
 Wilson, Robt, Birm, Journeyman-Machinist. Pet June 1. Birm, June 19 at 10. Parry, Birm.

TUESDAY, June 13, 1865.

To Surrender in London.

Alpe, Saml, Lothian-rd, Camberwell New-rd, out of business. Pet June 9. June 27 at 1. Swan, Great Knight Ryder-st.
 Barrell, Jas, Porteus-rd, Paddington, Clerk. Pet June 9. June 26 at 12. Porter, Coleman-st.
 Bell, Wm Hy, Forest-hill, Kent, Auctioneer. Pet June 6. June 28 at 11. Peckham, Doctor's-commons.
 Cellier, Alf, Prisoner for Debt, Maidstone. Pet June 10. June 26 at 1. Doyle, Verulam-buildings, for Morgan, Maidstone.
 Droz, Louis Gustavus, Prisoner for Debt, London. Pet June 9. June 26 at 1. Munday, Essex-st, Strand.
 Edgell, Hy Parsons, Huntingdon-st, Caledonian-rd, no business. Pet June 9. June 28 at 12. Price, Serjeant's-inn.
 Flayell, Fredk, Braunston, Northampton, Victualler. Pet June 8. June 28 at 12. Parker & Co, St Paul's-churchyard, and Hoobs, Daventry.
 Gamble, John Hy, York buildings, Adelphi, Comm Agent. Pet June 8. June 26 at 12. Phillips, Old Jewry-chambers.
 Godley, Edwd, Richd, Cranley, nr Guildford, Surrey, Gent. Pet June 7. June 26 at 11. Goldrick, Strand.
 Green, Geo, St Andrew's-rd, Limehouse, Engineer. Pet June 10. June 26 at 1. Childley, Old Jewry.
 Green, Wm Page, Thaxted, Essex, Coach Maker. Pet June 8. June 27 at 1. Evans, John-st, Bedford-row.
 Johnson, Hy Wm, Prisoner for Debt, London. Pet June 9 (for pau). June 27 at 2. Chapple, Gt Carter-lane.
 Juson, John, jun, Prisoner for Debt, London. Pet June 9 (for pau). June 26 at 1. Munday, Essex-st, Strand.
 Monro, Robt Gascoine, Shenley, Hertford, Farmer. Pet June 8. June 27 at 12. Woodbridge & Sons, Clifford's-inn, for George, Barnet.
 Oke, Wm Hythe, nr Southampton, Gent. Pet Jan 5. June 27 at 1. Huxon & Parker, King-st, Cheapside.
 O'Meara, Peter, New Kent rd, Sorter in G.P.O. Pet June 10. June 28 at 2. Drew, New Basinghall-st.
 Roe, Jas, President-st, Goswell-rd, out of business. Pet June 8. June 28 at 12.

Bouse, Geo Heather, Willes rd, Kentish-town, no occupation. Pet June 8. June 26 at 12. Johnson, Clifford's-inn.
Sartain, Thos Hopkins, Guildford, Surrey, Clothier. Pet June 8. June 26 at 12. White, Dane's-inn, Strand.
Shaw, Stephen, Prisoner for Debt, London. Pet June 9. (for pan). June 26 at 1. Hill, Basinghall-st.
Stimpson, Hy, Winfarthing, Norfolk, Tailor. Pet May 24. June 27 at 11. Aldridge.
Ward, Wm, Eastbourne, Sussex, Builder. Pet June 8. June 27 at 1. Ferry, Guildhall-chambers.
Watson, John, Felling-st, Limehouse, Rigger. Pet June 7. June 26 at 12. Lewis, Old Jewry, for Southgate & Son, Gravesend.
Watters, John Butler, Maidstone, Homoeopathic Practitioner. Pet June 10. June 27 at 2. Few & Co, High-st, Southwark, and Goodwin, Maidstone.
Hopper, Sarah, Prisoner for Debt, London. Pet June 7. (for pan). June 26 at 11. Tonge, Camden-st, Camden-town.

To Surrender in the Country.

Abbott, Geo, Newport Pagnell, Buckingham, Shoemaker. Pet June 10. Newport Pagnell, June 26 at 3. Simson, Jun, Bedford.
Abbott, Wm, Bedminster, Bristol, Builder. Pet June 2. Bristol, June 23 at 11. Chenery, Bristol.
Allan, Richd, Scarborough, York, Builder. Pet May 11. Leeds, June 26 at 11. England & Co, Hull.
Ball, John, Morthmeola, Lancaster, Provision-shop Keeper. Pet June 8. Ormskirck, June 26 at 10. Abbott, Lpool.
Barker, Wm, Prisoner for Debt, Winchester. Adj May 10. Winchester, June 27 at 11. White, Portsea.
Bath, Hy, Abergavenny, Monmouth, Butcher. Pet June 7. Abergavenny, June 27 at 12. Sayce, Abergavenny.
Billing, Wm Hy, Plymouth, Ship Chandler. Pet June 10. Exeter, June 26 at 12.50. Flood, Exeter.
Bone, John, Shoreham, Sussex, Cooper. Pet June 9. Brighton, June 30 at 11. Lamb, Brighton.
Boyce, Wm, Prisoner for Debt, Norwich. Adj May 16. Norwich, June 26 at 11.
Bullock, Edwin, Newport, Monmouth, Fishmonger. Pet June 9. Newport, June 27 at 11. Gooders, Newport.
Carruthers, Jas, Nottingham, Draper. Pet June 10. Nottingham, July 26 at 11. Smith, Nottingham.
Cavell, Hy, Walmer, Kent, Journeyman Painter. Pet June 6. Deal, June 24 at 11. Mourilyan, Jun, Sandwich.
Coe, Thos, Cardiff, Glamorgan, Photographic Artist. Pet June 8. Cardiff, June 26 at 11. Baby, Cardiff.
Crowthier, Edwin, Mosaley, Lancaster, Licensed Victualler. Pet June 8. Ashton-under-Lyne, July 6 at 12. Ascroft, Oldham.
Edge, Edwin, Tipton, Stafford, Pork Butcher. Pet June 8. Dudley, June 29 at 10. Jackson, West Bromwich.
Florey, Hy, Aston, Oxford, Shoe Maker. Pet June 6. Witney, June 30 at 10. Lee, Witney.
Fothergill, Robt Temple, Newcastle-upon-Tyne, Lamp Black Manufacturer. Pet June 10. Newcastle-upon-Tyne, June 23 at 12. Hodges & Hark, Newcastle-upon-Tyne.
Goales, Thos, Kingston-upon-Hull, Builder. Pet June 10. Leeds, June 28 at 12. Shackles & Birks, Hull.
Grant, Robt Larcombe, Exeter, Builder. Pet June 8. Exeter, June 23 at 11. Barton, Exeter.
Hales, Richd, Maidstone, Kent, Journeyman Furniture Broker. Pet June 10. Maidstone, June 21 at 11. Goodwin, Maidstone.
Harknoll, Thos Wm, Exeter, Attorney-at-Law. Pet June 7. Exeter, June 23 at 12. Fryer, Exeter.
Hathaway, Edwin, West Derby, Lancaster, Joiner. Pet June 8. Lpool, June 26 at 12. Anderson, Lpool.
Hounslow, John Wm, Burslem, Stafford, Hatter. Pet June 9. Birm, June 26 at 12. Walker, Burslem, and James & Griffin, Birm.
Jarman, Chudleigh, Devon, Draper. Pet June 7. Exeter, June 23 at 12. Flood, Exeter.
Jeffcoat, Catherine, New Milverton, Warwick, Widow. Pet June 3. Warwick, June 24 at 10. Overall, Leamington Priors.
Jeffrey, Joseph, Calverley, N Bradford, York, Cloth Manufacturer. Pet June 9. Bradford, July 11 at 10. Harle, Leeds.
Jones, John, Lpool, Lath Cleaver. Pet June 9. Lpool, June 24 at 12. Morris, Lpool.
Langford, Richd, Birm, Cabinet Maker. Pet June 7. Birm, June 26 at 12. Harrison & Wood, Birm.
Longhurst, Wm Overton, Gt Yarmouth, Norfolk, Licensed Beerhouse Keeper. Pet June 5. Gt Yarmouth, June 26 at 12. Ferrier, Gt Yarmouth.
Mears, John, Stockton-on-Tees, Durham, Auctioneer. Pet June 6. Newcastle-upon-Tyne, June 23 at 11.30. Dobson, Middlesborough, and Watson, Newcastle-upon-Tyne.
Meredith, Lewis Lloyd, Brighton, Sussex, Private Tutor. Pet June 9. Brighton, June 28 at 11. Mills, Brighton.
Miles, Jas, Leicester, Journeyman Bricklayer. Pet June 8. Leicester, June 24 at 10. Petty, Leicester.
Morey, Geo, Hemsworth, Hants, Licensed Victualler. Pet June 7. Portsmouth, June 27 at 11. White, Portsea.
Murgatroyd, John, Calverley, York, Cloth Manufacturer. Pet June 9. Bradford, July 11 at 9.45. Siddall, Oley.
Nettleton, Thos, Saddleworth, York, Grose Manufacturer. Pet June 7. Saddleworth, July 4 at 11.
Parry, Evan, Dolowr, Llangollen, Denbigh, Farmer. Pet June 10. Lpool, June 24 at 12. Evans & Co, Lpool, agents for Richards, Llangollen.
Phillips, Evan, Llanfagan, Brecknock, Farm Labourer. Pet June 10. Brecknock, June 24 at 12. Simons & Ploes, Merthyr Tydfil.
Roberts, Robt Wm, Aberffraw, Anglesea, Draper. Pet June 8. Lpool, June 23 at 12. Evans & Co, Lpool.
Ryley, Jas, Ardwick, Lancaster, Blacksmith. Pet June 8. Bolton, June 28 at 10. Gerard, Bolton.
Seale, Edwd Taylor, Morleigh, Devon, Clerk in Holy Orders. Pet June 7. Exeter, June 23 at 1. Square, Knightbridge, for Flood, Exeter.
Stevens, Richd, Truro, Cornwall, Builder. Pet June 10. Exeter, June 23 at 1. Birm, Exeter.
Taylor, Geo, Bird, Car Proprietor. Pet June 10. Birm, June 21 at 11. James & Griffin, Birm.

Thomas, Thos, Ystradfellte, Brecon, Farmer. Pet June 7. Neath, June 26 at 11. Thomas, Brecon.
Webb, Joseph, Birm, Boot Manufacturer. Pet June 6. Birm, June 21 at 12. Farry, Birm.
Wilson, Andrew, Huddersfield, York, M.D. Pet June 10. Leeds, June 26 at 11. Floyd & Leary, Huddersfield, and Bond & Barwick, Leeds.
Young, John, Lpool, out of business. Pet June 6. Lpool, June 23 at 11. Cartwright, Chester.

BANKRUPTCY ANNULLED.

FRIDAY, June 9, 1865.

Carruthers, Jas, Nottingham, Draper. June 5.

TUESDAY, June 13, 1865.

Pitfield, Wm Walker, Haugh, Lancaster, Mechanic. June 2.

PELICAN LIFE INSURANCE OFFICE, (ESTABLISHED IN 1797.)

No. 70, Lombard-street, E.C., and 57, Charing-cross, S.W.

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This Company grants assurances at moderate rates of premium with participation in profits, and at low rates without profits. Also, Loans in connection with Life Assurance upon approved security. At the last division of profits the Bonus varied from 28 to 6 per cent. on the premiums paid.

For particulars and forms of proposal apply to the Secretary.

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(Incorporated by Special Act of Parliament in 1853), 2, Old Palace Yard, Westminster, S.W.—To Landowners, the Clergy, Estate Agents, Surveyors, &c., in England and Wales, and in Scotland. The Company advances money, unlimited in amount, for the following works of agricultural improvement, the whole outlay and expense in all cases being liquidated by a rent-charge for 95 years:—

1. Drainage, irrigation and warping, embanking, enclosing, clearing, reclamation, planting for any beneficial purpose engines or machinery for drainage or irrigation.
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4. The erection of farm houses, labourers' cottages, and other buildings required for farm purposes, and the improvement of and additions to arm houses and other buildings for farm purposes.

Landowners assessed under the provisions of any Act of Parliament, Royal Charter, or Commission, in respect of any public or general works of drainage or other improvements, may borrow their proportionate share of the costs, and charge the same with the expenses of the lands improved. No investigation of title is required, and the Company, being of a strictly financial character, do not interfere with the plans and execution of the works, which are controlled only by the Government Enclosure Commissioners.

For further information and for forms of application, apply to the Hon. WILLIAM NAPIER, Managing Director, 2, Old Palace-yard, S.W.

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HOUSE is the MOST ECONOMICAL, consistent with good quality:—Iron Fenders, 3s. 6d.; Branded ditto, 4s. 6d., with standards; superior Drawing-room ditto, 14s. 6d. to 50s.; Fire Irons, 2s. 6d. to 30s. Patent Dish Covers, with handles to take off, 18s. set of six. Table Knives and Forks, 8s. per dozen. Roasting Jacks, complete, 7s. 6d. Tea-trays, 6s. 6d. set of three; elegant Paper Maché ditto, 25s. the set. Teapots, with plated knob, 5s. 6d.; Coal Scuttlies, 2s. 6d. A set of Kitchen Utensils for cottage, 43s. Slack's Cutlery has been celebrated for 30 years. Ivory Table Knives, 14s. 16s., and 18s. per dozen. White Bone Knives and Forks, 8s. 9d. and 12s.; Black Horn ditto, 8s. and 10s. All warranted.

As the limits of an advertisement will not allow of a detailed list, purchasers are requested to send for their Catalogue, with 250 drawings, and prices of Electro-Plate, Warranted Table Cutlery, Furnishing Ironmongery, &c. Maybe had gratis or post free. Every article marked in plain figures at the same low prices for which their establishment has been celebrated for nearly 50 years. Orders above £2 delivered carriage free per rail.

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	Fiddle Pattern.	Thread.	King's.
Table Forks, per doz.....	£ 4. 0. 0	£ 4. 0. 0	£ 4. 0. 0
Dessert ditto	1 0. 0 and 1 10. 0	2 5. 0	3 0. 0
Table Spoons	1 10. 0 and 1 18. 0	2 4. 0	3 0. 0
Dessert ditto	1 0. 0 and 1 10. 0	1 15. 0	2 2. 0
Tea Spoons	0 12. 0 and 0 18. 0	1 3. 6	1 10. 0

Every Article for the Table as in Silver. A Sample Tea Spoon forwarded on receipt of 30 stamps.

TO SOLICITORS, &c., requiring DEED BOXES,

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THE CREDIT FONCIER AND MOBILIER OF ENGLAND (LIMITED).

AUTHORISED CAPITAL, £4,000,000.

CAPITAL SUBSCRIBED, £2,000,000.

CAPITAL PAID UP, £500,000.

RESERVE FUND, £200,000.

DIVIDEND RESERVE FUND, £70,000.

DIRECTORS.

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The AGRA & MASTERMAN'S BANK (Limited); Messrs. SMITH, PAYNE, & SMITHS; the NATIONAL BANK, London, Dublin, and its Branches in Ireland; the ALLIANCE BANK (Limited), London, Liverpool, and Manchester.

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BUSINESS TRANSACTED

This Company negotiates Loans for Colonial and Foreign Governments;
Co-operates in the Financial arrangements of British and other Railways;
Makes advances to Corporations, Town Councils, and other Public Bodies;
Negotiates Loans for Public Works;
Assists in the introduction of Industrial and Commercial Undertakings;
Makes Advances upon approved Stocks, Shares, Bonds, &c.;
Makes temporary Loans upon eligible Freehold and Leasehold Securities.

London, 17 and 18, Cornhill, May 4, 1865.

ALFRED LOWE, *Secretary*.

DEBENTURES ISSUED BY THE CREDIT FONCIER AND MOBILIER OF ENGLAND (LIMITED).

ISSUE OF £500,000 DEBENTURES WITH INTEREST PAYABLE QUARTERLY.

The Directors have decided to issue Debenture Bonds of the Company for the amounts and bearing interest as under, viz.:
In sums of £10, £20, £50, £100, £250, £500, and £1,000, with Coupons attached.

INTEREST.

For three years	6 per cent per annum.
For five years	6½ " "
For seven years	7 " "

Interest payable quarterly—viz., on the 30th March, 30th June, 30th September, and 30th December, in each year, at the Company's Bankers. The first payment of interest will be made on the 30th June next.

The distinctive feature in the Debentures issued by this Company is their perfect security; the amount of the capital subscribed, paid-up, and uncalled, and the general invested assets of the Company, as well as the large reserve fund, affording the most ample security to the investor.

These Debentures are issued payable to bearer, and can therefore pass by simple delivery from hand to hand, without endorsement, and are free from any further stamp duty. They are also issued—to meet the requirements of trustees and others—transferable by deed only, to be duly registered in the Company's books in the names of the investors or their assigns.

Forms of application can be obtained of the Secretary, to whom all communications must be addressed.

London, 17 and 18, Cornhill, May 4, 1865.

By order of the Court,

ALFRED LOWE, *Secretary*.

DEPOSITS RECEIVED BY THE CREDIT FONCIER AND MOBILIER OF ENGLAND (LIMITED).

RATES FOR MONEY ON DEPOSIT.

This Company receives Money on Deposit, in sums of £10 and upwards, at the undermentioned rates, from this day until further notice, viz.:-

At 14 days' notice	3 per cent. per annum.
At one month's notice	3½ " "
For fixed periods of not less than 3 months and up to 6 months	4 " "
Beyond 6 months and up to 9 months	4½ " "
Beyond 9 months and up to 12 months	5 " "
Beyond 12 months and up to 24 months	5½ " "

Forms of application can be obtained of the Secretary, to whom all communications must be addressed.
Nos. 17 and 18, Cornhill, London, June 15, 1865.

By order of the Court

ALFRED LOWE, *Secretary*.